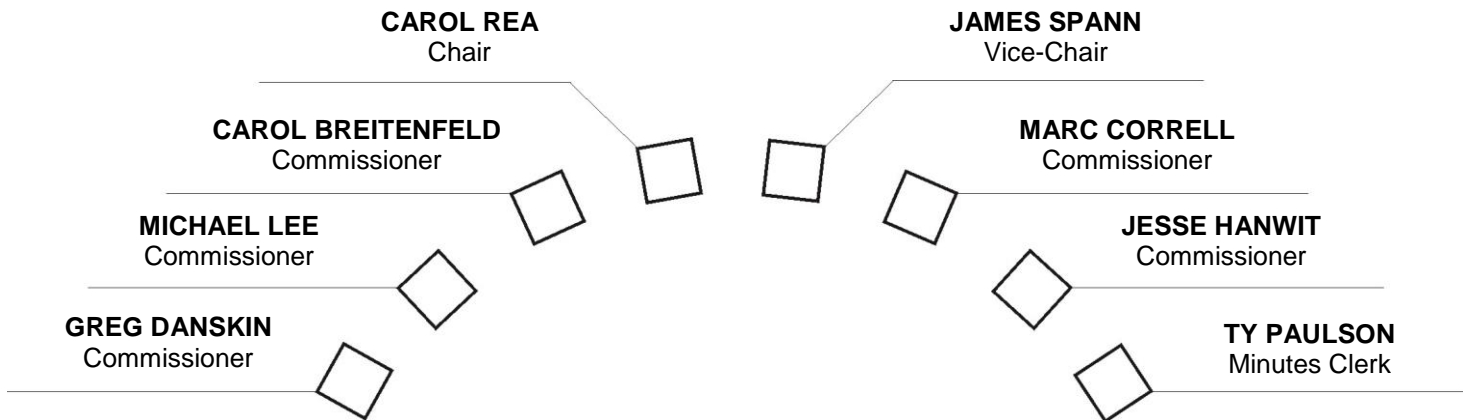


# CITY OF ESCONDIDO

## Historic Preservation Commission and Staff Seating



### AGENDA

#### HISTORIC PRESERVATION COMMISSION

201 N. Broadway  
City Hall Council Chambers

3:00 p.m.

September 21, 2017

- A. CALL TO ORDER 3:00 p.m.
- B. FLAG SALUTE
- C. ROLL CALL
- D. REVIEW OF MINUTES: July 20, 2017

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

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

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

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

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

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

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

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

**E. WRITTEN COMMUNICATION:**

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

**F. ORAL COMMUNICATION:**

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

**G. PUBLIC HEARINGS:** None

**H. CURRENT BUSINESS:**

**1. MILLS ACT – Case No. HP 17-0004:**

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

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

APPLICANTS: Todd & Emily Price

STAFF: Paul Bingham

STAFF RECOMMENDATION: Approval

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

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

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

APPLICANTS: Bret & Tennille Marshall

STAFF: Paul Bingham

STAFF RECOMMENDATION: Conditional Approval

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

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

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

APPLICANT: Larry Gonzales

STAFF: Paul Bingham

STAFF RECOMMENDATION: Approval

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

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

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

APPLICANTS: Tony Maccianti & Susannah Cooper

STAFF: Paul Bingham

STAFF RECOMMENDATION: Approval

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

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

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

APPLICANT: Sharon Sanders

STAFF: Paul Bingham

STAFF RECOMMENDATION: Approval

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

REQUEST: Proposed replacement of Historic Downtown storefront removed illegally  
ZONING/LOCATION: Historic Downtown District/ 125 East Grand Avenue  
APPLICANT: Michael Bao Xue STAFF: Paul Bingham  
STAFF RECOMMENDATION: Conditional Approval

**7. PROJECT INFORMATION ON RITZ THEATER:**

REQUEST: Seeking comments on possible restoration/rehabilitation of Historic Downtown Ritz Theater façade  
ZONING/LOCATION: Historic Downtown District/ 309 East Grand Avenue  
APPLICANT: June Rady STAFF: Paul Bingham  
STAFF RECOMMENDATION: Receive Comments

**8. PROJECT INFORMATION ON CENTRE CITY PKWY SPECIFIC PLAN**

STAFF: Assistant Planning Director Mike Strong

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

REQUEST: Commission

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

REQUEST: Staff

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

REQUEST: Staff

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

**I. ORAL COMMUNICATION:**

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

**J. COMMISSIONER COMMENTS**

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

**CITY OF ESCONDIDO**

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

**July 20, 2017**

The regular meeting of the Historic Preservation Commission was called to order at 3:01 p.m. by Chair Rea in Mitchell Room, 201 North Broadway, Escondido, California.

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

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

**Staff present:** Paul Bingham, Assistant Planner II; Adam Finestone, Principal Planner; Mike Strong, Assistant Planning Director; and Ty Paulson, Minutes Clerk.

**MINUTES:**

Moved by Commissioner Spann, seconded by Commissioner Hanwit, to approve the minutes of the May 18, 2017 meeting. Motion carried unanimously.

**WRITTEN COMMUNICATIONS:** None.

**ORAL COMMUNICATIONS:** None.

**PUBLIC HEARINGS:** None.

**CURRENT BUSINESS:**

**1. MILLS ACT – Case No. HP 17-0001:**

REQUEST: Mills Act for Local Register Residence (the Beach House) in the OEN.

Location: 700 South Juniper Street

Chair Rea recused herself from this item.

Paul Bingham, Assistant Planner II, provided a brief overview of the property and list of improvements and noted that staff recommended forwarding a recommendation of approval to City Council for the Mills Act Contract and consider the proposed CEQA exemption for the property located at 700 South Juniper Street.

Commissioner Brietenfeld and staff discussed Items 5 (arbor), 6 (gazebo), and 7 (xeriscape) as outlined in the Improvement List.

Commissioner Danskin asked if Item 4 (water heater) in the Improvement List fell under the Mills Act list. He also asked if maintenance items were kept as a historic record. Mr. Bingham noted that the list of improvements became part of the contract that is recorded with the County Recorder's Office. He also stated that the timing of conducting said items was left up to the homeowners. Mr. Finestone noted that some of the items on the Improvement List would require a building permit and would be recorded. Commissioner Danskin felt the Improvement List would be a great way to keep historical records about the property.

Commissioner Danskin and staff discussed the process for revising the Improvement List on a Mills Act Contract.

Vice-chair Spann felt the retaining wall repair should match the existing retaining wall material.

**ACTION:**

Moved by Commissioner Danskin, seconded by Vice-chair Spann, to approve staff's recommendation. Motion carried. Ayes: Spann, Hanwit, Danskin, and Breitenfeld. Noes: None. Abstained: Rea. (4-0-1)

**2. MILLS ACT – Case No. HP 17-0002:**

REQUEST: Mills Act for Local Register Residence (the Hudson-Schutte Farmhouse)

Location: 742 Sungold Way

Paul Bingham, Assistant Planner II, provided a brief overview of the property and list of improvements and noted that staff recommended forwarding a recommendation of approval to City Council for the Mills Act Contract and consider the proposed CEQA exemption for the property located at 742 Sungold Way.

Discussion ensued regarding the location for the property's historical plaque.

Commissioner Danskin and staff discussed the status of Item 1 (Subflooring) under the Improvement List.

Chair Rea and staff discussed making the Mills Act application a more user-friendly document.

Chair Rea was extremely impressed with the historical report. She asked that the historical plaque be reinstalled.

Commissioner Danskin stated that he was impressed with the historical report from Shea Homes.

**ACTION:**

Moved by Vice-chair Spann, seconded by Commissioner Danskin, to approve staff's recommendation. Motion carried unanimously.

**3. MILLS ACT IMPROVEMENT LIST CHANGES – Case Nos. HP 17-0003/99-01-HP:**

REQUEST: Amend & Update Existing Mills Act Improvement List

Location: 602 South Grape Street

Commission Spann recused himself from Item 3.

Paul Bingham, Assistant Planner II, provided a brief overview of the property and original list of improvements and revised list of improvements. Staff recommended approval of the amended improvement list.

Commissioner Danskin referenced Item 2 (exterior porch floors) under the Improvement List and noted that faux wood materials did not have the span capabilities as wood.

Chair Rea referenced Item 2 (exterior porch floors) and felt real wood would be more appropriate. Chair Rea and Commissioner Danskin discussed faux wood products. Chair Rea asked that if faux wood was used that it resemble real wood.

**ACTION:**

Moved by Commissioner Danskin, seconded by Commissioner Brietenfeld, to approve staff's recommendation. Motion carried. Ayes: Spann, Danskin, Brietenfeld, and Hanwit. Noes: None. Abstained: Spann. (4-0-1)

**4. DESIGN REVIEW – Case No. ADM 17-0117:**

REQUEST: Expansion of the existing OEN residence and the addition of a new garage

Location: 402 East 8<sup>th</sup> Avenue

Chair Rea recused herself from this item.

Paul Bingham, Assistant Planner II, provided a brief overview of the property and the proposed modifications. He stated that staff recommended approval of the request to add a rear addition onto the rear of the house and add a garage off of the rear alley.

Mr. Bingham and Mr. Oribay Villalobos discussed the exterior material that was intended to be used for the addition. Mr. Villalobos noted that the material would be stucco and match the existing material.

Commissioner Danskin asked if the property in question had any code enforcement issues. Mr. Bingham replied in the negative. Commissioner Danskin asked that the structure details match and that the roof pitch of the garage match the house roof.

Commissioner Hanwit asked Mr. Villalobos if he owned the property when the stucco was put on. Mr. Villalobos replied in the negative.

**ACTION:**

Moved by Commissioner Danskin, seconded by Commissioner Hanwit, to approve staff's recommendation. Motion carried. Ayes: Spann, Hanwit, Danskin, and Brietenfeld. Noes: None. Abstained: Rea. (4-0-1)

## **5. PROJECT INFORMATION ON SOUTH CENTRE CITY PARKWAY AREA PLAN**

Mike Strong, Assistant Planning Director, provided the South Centre City Parkway Area Plan and requested input.

Commissioner Danskin and staff discussed the graphics in the staff report.

Chair Rea referenced the buildings that could be moved out of Old Escondido and suggested adding an option that would zone them residential. Mr. Strong noted this was outside the scope of the grant but noted the suggestion would be forwarded to the Planning Commission and City Council.

Chair Rea asked if the building heights adjacent to OEN could be up for discussion. Mr. Strong replied in the affirmative.

## **6. PROJECT INFORMATION ON OEN LIGHTING SURVEY**

Mike Strong, Assistant Planning Director, provided the staff report and noted that the committee agreed on the green acorn lights as the prototype that would be utilized throughout the OEN. He stated that a survey was put together in order to prioritize areas needing lighting with the submittal deadline being July 28, 2017. A phasing plan would then be developed with funding being solicited. He noted that they were looking at SANDAG for possible grant opportunities for funding.

Commissioner Danskin, Chair Rea and Mr. Strong discussed the selection process for the lighting.

Commissioner Danskin suggested that the green color remain consistent and that the light source have a color temperature that would provide security and not be too harsh. He felt the Commission should be able to provide input during the process for the lighting.

Chair Rea suggested that the light poles contain banner poles.

Commissioner Danskin felt the light poles throughout the OEN and downtown should be consistent. Chair Rea felt a slight variance in the light poles would be acceptable.

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

Chair Rea reported that they had visited all of the properties in the last batch of letters sent out. Mr. Bingham clarified with Chair Rea that no second letters were required.

Chair Rea asked if a visit follow-up form letter could be created. Discussion ensued regarding crafting an appropriate visit follow-up form letter.

## **8. AD HOC WORK GROUP REPORT ON UPDATING THE CITY'S HISTORIC GUIDLINES**

Chair Rea noted they were still working on this.

## **9. REPORT ON LIBRARY'S DESIGNING ESCONDIDO EVENT HELD ON JULY 18, 2017**

Paul Bingham, Assistant Planner II; and Adam Finestone, Principal Planner, provided a summary of the Library's Designing Escondido Event Planning staff and the Library staff had developed and presented and requested feedback.

Commissioner Danskin suggested utilizing the John Paul the Great film school downtown for video archiving.

**ORAL COMMUNICATIONS** - None.

### **COMMISSIONER COMMENTS:**

Discussion ensued regarding methods for the helping preserve historic buildings not on the local register or survey. Additional discussion ensued regarding a clarification of how historians were selected for projects.

Discussion ensued regarding a clarification of the CEQA and Local Register process.

Commissioner Brietenfeld stated that her desire would be to have the historic downtown properties preserved and incorporated into any new larger development.

Commissioner Brietenfeld and Chair Rea expressed their concern with the loss of the Palm Tree Lodge.

Discussion ensued regarding having all historical reports come through the Commission.

Staff was asked to agendize an item to discuss how historic reports were analyzed and possible modifications to the process for historical reports.

Commissioner Hanwit expressed her concern with the facade of the condos being constructed on Maple, noting her view that the facade should mimic Escondido.

**ADJOURNMENT:**

The meeting was adjourned at 5:00 pm. The next regular meeting was scheduled for September 21, 2017 at 3:00 p.m.

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Adam Finestone, Principal Planner

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Ty Paulson, Minutes Clerk

## **HISTORIC PRESERVATION COMMISSION**

**Agenda Item No.: H.1**  
**Date: September 21, 2017**

**TO:** Historic Preservation Commission

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

**REQUESTS:** Residence addressed as 307 East 6<sup>th</sup> Avenue (case number HP17-0004)

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

**RECOMMENDATION:** Forward recommendation of approval to the City Council

### **BACKGROUND:**

#### **City of Escondido Historical/Cultural Resources Survey**

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

#### **Local Register of Historic Places Listing**

The 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. The subject property was placed on the Local Register May 5, 1992.

#### **Mills Act Contract and Property Applying**

The Mills Act is a state law that enables owners of designated historic properties to enter into a preservation contract with their local legislative body and receive a substantial reduction in the property taxes. One of the incentives for the preservation of historic and/or cultural resources, approved in 1989, allows property owners of designated historic resources to enter into a Mills Act contract with the City. City Council Resolution 92-409, adopted on October 28, 1992, clarified that a property owner may apply for a Mills Act contract if the resource has been listed as a Local Register property. The subject property was approved for listing on the City's Local Register on May 5, 1992. The current property owner is currently requesting to enter into a Mills Act contract.

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



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

## **ANALYSIS**

### **Escondido Historical/Cultural Resources Survey**

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

### **Local Register of Historic Places Listing**

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

### **Mills Act Contract**

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

Respectfully Submitted,

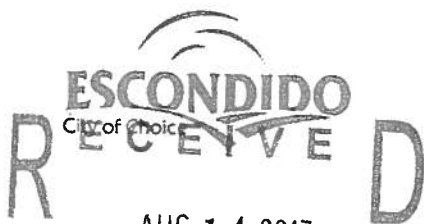


Paul K. Bingham  
Assistant Planner II

**Mills Act Application  
List of Improvements**

Property Address: 307 East 6<sup>th</sup> Avenue  
Property Owners: Todd & Emily Price

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



AUG 14 2017

## PLANNING DIVISION

### CITY OF ESCONDIDO

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

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

FOR INTERNAL USE ONLY	
Case No.	HP17-0004
Date Submitted:	8/14/17
Project Planner:	P.B.
Fees:	NA
Receipt No.:	NA
<input type="checkbox"/> Incomplete	Date of Notice
<input type="checkbox"/> Complete	Date

#### APPLICANT/CONTACT PERSON

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

#### SITE INFORMATION

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

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

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

#### LANDMARK/LOCAL REGISTER INFORMATION

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

#### POTENTIAL STRUCTURE/PROPERTY IMPROVEMENT TIMELINE:

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

#### PROPOSED IMPROVEMENTS

**SEE ATTACHMENT**

# PROPOSED IMPROVEMENTS ATTACHMENT

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

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

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

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

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

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

Primary # \_\_\_\_\_  
HRI # \_\_\_\_\_  
Trinomial \_\_\_\_\_  
NRHP Status Code \_\_\_\_\_

Other Listings \_\_\_\_\_  
Review Code \_\_\_\_\_ Reviewer \_\_\_\_\_ Date \_\_\_\_\_

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

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

\*P2. Location: ☐ Not for Publication ☒ Unrestricted

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

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

c. Address 307 E 6th AVE City ESCONDIDO Zip 92025

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

e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate) 233-283-02-00

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

SHIP LAP SIDING COVERS THIS SINGLE STORY QUEEN ANNE W GABLED ROOF  
THE GABLE AND FACING FRONT IS DECORATED WITH FANCY CUT SHINGLES  
UNDER A BOXED EAVE, BAY WINDOW IS TOPPED WITH A FLAT ROOF WITH DENTIL  
TRIM UNDER THE CORNICE. THREE LONG NARROW DOUBLE HUNG WINDOWS  
WITH CAR LIDING PANES, CARVED WOODPOSTS, CAR SIDING OVER FOUNDATION

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

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

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



P5b. Description of Photo:

(view, date, accession #) FRONT  
7/18/17

\*P6. Date Constructed/Age and Source:

☒ Historic ☐ Prehistoric ☐ Both  
C1889

\*P7. Owner and Address:

TODD FAMILY PRICE  
307 E 6th ESCONDIDO CA  
92025

\*P8. Recorded by:

(Name, affiliation, and address)

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

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

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

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

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

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

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

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

B1. Historic Name: \_\_\_\_\_  
B2. Common Name: NONE  
B3. Original Use: SINGLE FAMILY HOME  
B4. Present Use: SINGLE FAMILY HOME  
\*B5. Architectural Style: VICTORIAN, QUEEN ANNE COTTAGE  
\*B6. Construction History: (Construction date, alterations, and date of alterations) \_\_\_\_\_

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

\*B8. Related Features: \_\_\_\_\_

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

\*B10. Significance: Theme RESIDENTIAL ARCHITECTURE Area: OLD ESCONDIDO  
Period of Significance: PRE 1900 Property Type: \_\_\_\_\_ Applicable Criteria: HP2

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

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

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

\*B12. References:

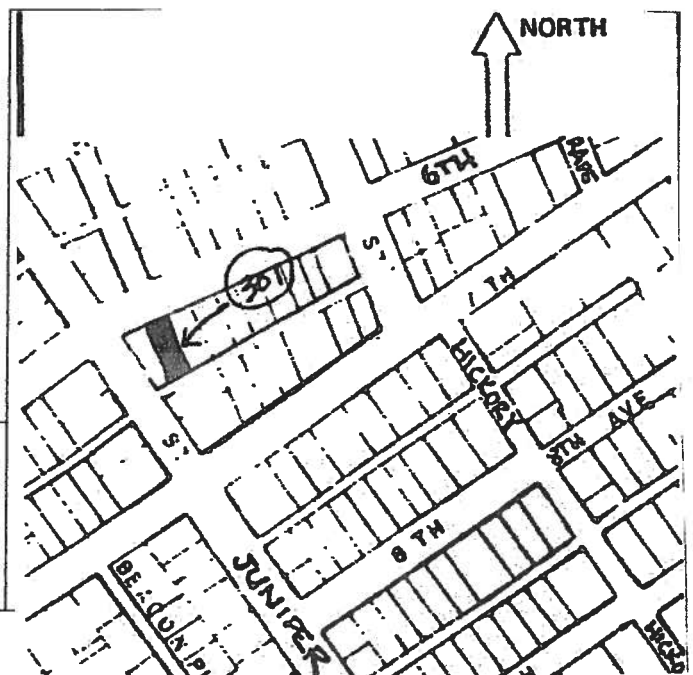
CITY OF ESCONDIDO HISTORIC  
RESOURCES INVENTORY

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

\*B14. Evaluator: \_\_\_\_\_

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

(This space reserved for official comments)



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

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

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

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

☐ Continuation ☐ Update





### **Chain of Ownership 307 E 6th Ave Escondido**

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

# City of Escondido HISTORIC RESOURCES INVENTORY

## IDENTIFICATION AND LOCATION

1. Historic Name

2. Common or Current Name

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

Ser.No.

Natl. Reg. Status

Local Designation

Local Ranking indivld.signif

Cross-Corridor

City: Escondido Vicinity Only

Zip 92025 County: San Diego

4. UTM zone

A E4930.60

B 36641.10

C Zone 11

D

5. Quad map No.

Parcel No. 233-283-02

Other

## DESCRIPTION

6. Property Category

If district, number of documented resources

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

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

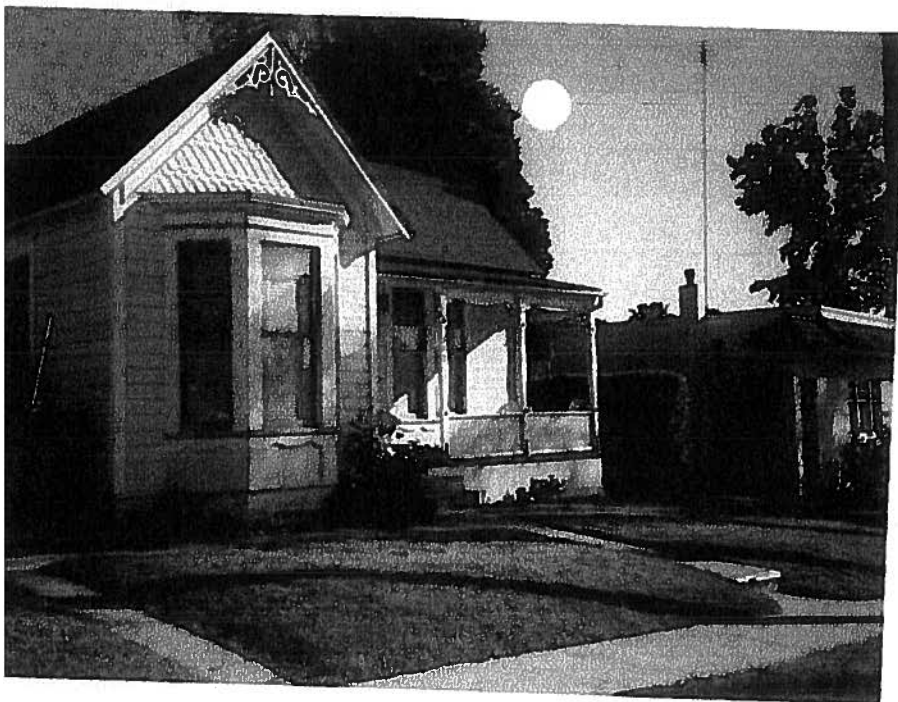
The architectural style is: Queen Anne cottage

The condition is:

The related features are: none

The surroundings are: residential

The boundaries are:



8. Planning Agency

City of Escondido

9. Owner and Address

Hilda J. Bowden

same

10. Type of Ownership private

11. Present Use residence

12. Zoning

13. Threats none known

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

**Address of Resource:** 309<sup>7</sup> East Sixth Avenue

**Existing Use:** Residential

**Zoning:** R-1-6

**General Plan Designation:** Urban 1

**Tier Designation:** Central/Tier 1

**Construction Date:** c1889

**Meets Ordinance Criteria 2 and 5 for Local Register Listing.**

**Justification for Register Listing:**

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

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

**Staff Recommendation:**

Staff recommends this resource be placed on the Local Register.

**Commission Action:**

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

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

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

*THIS SPACE FOR RECORDER'S USE ONLY*

**HISTORIC PROPERTY PRESERVATION AGREEMENT**

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

**Recitals**

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

**Agreement**

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

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

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

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

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

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

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

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

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

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

TP EP OWNERS' INITIALS

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

TP EP OWNERS' INITIALS

4. Term of Agreement. This Agreement shall be effective and shall commence on January 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 OWNERS desire not to renew this Agreement, that party shall serve a written notice of nonrenewal on the other party. If the OWNERS elect to serve a notice of nonrenewal, the notice must be served on the CITY at least ninety (90) days prior to the RENEWAL DATE, otherwise one (1) additional year shall automatically be added to the term of this Agreement. Conversely, if the CITY elects to serve a notice of nonrenewal, the notice must be served on the OWNERS at least sixty (60) days prior to the RENEWAL DATE, otherwise one (1)

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

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

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

TP EP OWNERS' INITIALS

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

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

TP EP OWNERS' INITIALS

11. No Compensation. The OWNERS shall not receive any payment from the CITY in consideration for the obligations imposed under this Agreement. The parties recognize and agree that the consideration for the execution of this Agreement is the substantial public benefit to be derived therefrom and the advantage that will accrue to the OWNERS as a result of assessed value of the PROPERTY because of the restrictions this Agreement imposes on the use and preservation of the PROPERTY.

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

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

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

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

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

TP EP OWNERS' INITIALS

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

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

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

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

18. Attorney's Fees. In the event legal proceedings are brought by any party or parties hereto, to enforce or restrain a violation of any of the covenants,

reservations, or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover its reasonable attorney's fees in addition to court costs and other relief ordered by the court.

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

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

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

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

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

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

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

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

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

OWNERS: [Insert Owners' Names & Mailing Addresses]

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

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

*(Remainder of page left intentionally blank.)*

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

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

**CITY OF ESCONDIDO**

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

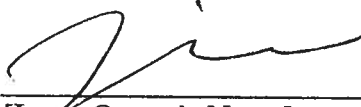
By: \_\_\_\_\_  
Sam Abed, Mayor  
(This signature must be notarized.)

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


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

**OWNERS**

Dated: 7/17/17

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

Dated: 7/17/17

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

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

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

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

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

APPROVED AS TO FORM:

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

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



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

### Notice of Exemption

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

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

**Project Title/Case No.:** HP 17-0004

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

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

**Description of Project:**

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

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

**Name of Persons or Agency Carrying Out Project:**

Names: Todd & Emily Price

Telephone: (760) 583-4554

Address: 307 East 6<sup>th</sup> Avenue, Escondido, CA 92025

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

**Exempt Status:**

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

**Reasons why project is exempt:**

1. The project is within the R-1-6 zone and the U1 designation of the General Plan and no variances are required.
2. The project will be consistent with the Secretary of Interior's Standards for the Treatment of Historic Properties with guidelines for preserving, rehabilitating, restoring and reconstructing historic buildings.
3. The project will not be limited by the factors in section 15300.2 and will not adversely change the significance of a historical resource.

**Lead Agency Contact Person:** Paul K. Bingham

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

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

Assistant Planner II

Sept. 12, 2017

Date

☒ Signed by Lead Agency

Date received for filing at OPR:

☐ Signed by Applicant

## **HISTORIC PRESERVATION COMMISSION**

**Agenda Item No.: H.2**  
**Date: September 21, 2017**

**TO:** Historic Preservation Commission

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

**REQUESTS:** Residence addressed as 1150 South Juniper Street (case number HP17-0005)

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

**RECOMMENDATION:** Forward recommendations of approval to the City Council

### **BACKGROUND:**

#### **City of Escondido Historical/Cultural Resources Survey**

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

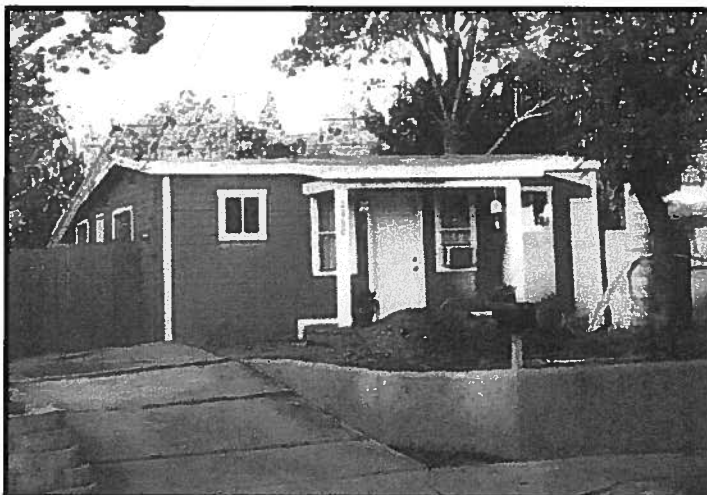
#### **Local Register of Historic Places Listing**

The Historic Preservation Ordinance No. 2000-23, Section 33-794-5 identifies a process and criteria for listing historic structures on the City's Local Register. Requests for listing on the Local Register require that both the Historic Preservation Commission and the City Council conduct a public hearing to consider the request. The historic resource is evaluated against seven criteria and must meet at least two of the seven.

#### **Mills Act Contract and Property Applying**

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

The subject property at 1150 South Juniper Street (APN 233-580-3100) consists of .147 acre with a single story Clapboard Cottage built circa 1915. The detached garage has matching clapboard. Included in the City's 1990 Historic Survey, the historian at the



time considered the house significant. The tin shed mentioned in that report no longer exists. The house is the first historic house visitors see entering the Old Escondido Neighborhood on Juniper, as it is the first of many on both sides of this main thoroughfare of the historic district. The subject lot was once part of the original 10.4 acres of the historic Katzenberger house located at 1006 South Juniper Street. The current owners desire to have the property at 1150 South Juniper Street included on the City's Local Register and to enter into a Mills Act contract for its continued preservation. The owners are proposing as part of their contract to do important repairs. (See attached list of improvements.) Staff recommends doing the most vital first, such as roof, windows, electrical, plumbing and exterior repainting.

## **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, Bret & Tennille Marshall, is to consider placing this resource on the Local Register.

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

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

*The existing one story Clapboard Cottage was built circa 1915 and is currently 102 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 first of many historic properties on both sides of South Juniper Street which are either in the City's Historic Survey or have already been listed on the City's Local Register.*

### **Mills Act Contract**

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

Respectfully Submitted,



Paul K. Bingham  
Assistant Planner II

**Mills Act Application  
List of Improvements**

Property Address: 1150 South Juniper Street  
Property Owners: Bret & Tennile Marshall

1. Landscape front and backyards (planned)
2. Replace roof (planned)
3. Install new wood fence (planned)
4. Repipe entire house (planned)
5. Repaint exterior with historically appropriate colors (planned)
6. Update house electrical system (planned)
7. Repair concrete driveway (planned)
8. Install rain gutters to control runoff (planned)
9. Restore existing windows (planned)



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

FOR INTERNAL USE ONLY	
Case No.:	HP 17-0005
Date Received:	8/10/17
Received By:	P.B.
Fees Received:	N.A.
Date Approved:	
Application:	<input type="checkbox"/> Incomplete
	<input type="checkbox"/> Complete

**ESCONDIDO HISTORIC DESIGNATION APPLICATION**

(Check one) ☐ Historic Landmark ☒ Local Register

Applicant: Bret Marshall  
Address: 1150 S. Juniper St.  
City/State/Zip: Escondido  
Phone No.: (H) 8586635997 (W) 8586635997

Present Property Owner: Bret Marshall  
Address: 1150 S. Juniper St.  
City/State/Zip: Escondido  
Phone No.: (H) 8586635997 (W) 8586635997

Address of Site/Structure: 1150 S. Juniper St.  
Assessor Parcel No.: 23358031

Present Land Use: Single-Family House  
General Plan Designation: Single  
Tier/Neighborhood: 1 / Old Escondido Neighborhood

Common Name/  
Historic Name: 1150 S. Juniper St.  
Architural Style: Clapboard Cottage

Zoning: 11  
Related Case File: \_\_\_\_\_

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

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

**SUBMITTAL REQUIREMENTS:**

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

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

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

1. Franz Katzenberger purchased the property that includes 1150 S. Juniper St. in 1888 (10.4 acres total).

Franz emigrated to the US from Germany in 1881 with his wife and adult children and moved to Escondido in 1886.

Franz's son Valentine built the original Bank of Escondido at Grand & Broadway and also the house at 10th & Juniper

Franz's wife, Elizabeth, inherited the property in 1889 after his death. When she died the children eventually sold it.

L.B. Hooper purchased it, and his wife and eight children lived in the house at 1006 S. Juniper, built by Katzenberger.

Mr. Hooper was the City Treasurer beginning in 1910 and was on the Escondido Public Library Board of Directors.

Hooper's likely deeded over the South one-half of the south two acres of Lot One Block 307 (1150 S. Juniper's) to

William Bower and Mary Bower who in turn deeded the property that same year to Audra Reed and Melvin Reed.

Both William Bower and Melvin Reed are listed in the Escondido Directory as contractors,

so they likely built the clapboard cottage house (circa 1920) that still stands and is listed as 1150 S. Juniper St.

2. A small laundry room has been added, windows replaced at some point, and a shed has been removed.

The clapboard has been replaced.

3. No known threats to the site or structure.

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) 1150 S. Juniper St., Escondido

P1. Other Identifier: 1150 S. Juniper St., Escondido, CA 92025

\*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 1150 S. Juniper 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) 233-580-31

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

1150 S. Juniper St. is a clapboard cottage, rectangular house with gabled roof running side to side (north to south) & a shed-style porch on the front (west) facade. Plain square posts support the porch & exposed beam ends decorate the eaves. There are ten windows total around the exterior of the house (west side - four, north side - two, south side - 3, South Side 1). French doors & wooden deck on the South Side of house. Laundry room added to east side house. Foundation, front & back porch are concrete. First home in Old Escondido Historic Neighborhood as you enter from South on Juniper St.

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

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

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

(see attached)

P5b. Description of Photo:  
(view, date, accession #) Front of home taken  
on 7-14-17

\*P6. Date Constructed/Age and Source:

☒ Historic ☐ Prehistoric ☐ Both

Constructed circa 1920 / Source - City of

Escondido Historic Resources Inventory

\*P7. Owner and Address: Bret & Tennille

Marshall; 1150 S. Juniper St. Escondido

CA 92025

\*P8. Recorded by:

(Name, affiliation, and address)

Bret Marshall, Owner, 1150 S. Juniper St.

Escondido, CA 92025

\*P9. Date Recorded: 9-13-17

\*P10. Survey Type: (Describe) none

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

\*Attachments: ☒ NONE ☐ Location Map ☐ Continuation Sheet ☐ Building, Structure, and Object Record

☐ Archaeological Record ☐ District Record ☐ Linear Feature Record ☐ Milling Station Record ☐ Rock Art Record

☐ Artifact Record ☐ Photograph Record ☐ Other (List): \_\_\_\_\_

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

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

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

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

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

1150 S. Juniper St., Escondido

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

B2. Common Name: 1150 S. Juniper St.

B3. Original Use: Single-Family Home

B4. Present Use: Single-Family Home

\*B5. Architectural Style: Clapboard Cottage

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

Both William Bower and Melvin Reed are listed in the Escondido Directory as contractors, so they likely built the clapboard cottage house (circa 1920) that still stands and is listed as 1150 S. Juniper St. Windows replaced and original clapboard was replaced with different siding. At some point a shed was built in the backyard and later removed. A small laundry room was added around 2016 to the back of the house.

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

\*B8. Related Features:

none

B9a. Architect: unknown

b. Builder: William Bower and Melvin Reed

\*B10. Significance: Theme Residential Architecture

Area: Old Escondido Neighborhood Historic District

Period of Significance: 1920

Property Type: Residential

Applicable Criteria: A,C

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

Franz Katzenberger purchased the property that includes 1150 S. Juniper St. in 1888 (10.4 acres total). Franz's son Valentine built the original Bank of Escondido at Grand & Broadway and also the house at 10th & Juniper. Franz's wife, Elizabeth, inherited the property in 1889 after his death. When she died the children eventually sold it. L.B. Hooper purchased it, and his wife and eight children lived in the house at 1006 S. Juniper St. Mr. Hooper was the City Treasurer beginning in 1910 and was on the Escondido Public Library Board of Directors. Hooper's likely deeded over the South one-half of the south two acres of Lot One Block 307 (1150 S. Juniper's) to William Bower and Mary Bower who in turn deeded the property that same year to Audra Reed and Melvin Reed. Both William Bower and Melvin Reed are listed in the Escondido Directory as contractors, so they likely built the house that still stands and is listed as 1150 S. Juniper St. The architecture cottage that still stands is consistent with the architecture of the early 1900s.

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

\*B12. References:

County Assessor San Diego  
Residential Building Record  
City of Escondido Historic Resources Inventory

B13. Remarks:

There are no known threats to this property at this time.

\*B14. Evaluator:

Robin Fox - City of Escondido Historical Center

\*Date of Evaluation: August 19th, 2017

(This space reserved for official comments)

Sketch Map with north arrow required.

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

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

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

Trinomial \_\_\_\_\_

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

1150 S. Juniper St., Escondido

Recorded by: Bret Marshall

Date: 9-13-17

☐ Continuation

☐ Update

Previous purchases of 1150 S. JUNIPER ST, ESCONDIDO, CA 92025:

Bret & Tennille Marshall - 2016

Alex Varga - 2015

US Bank - 2015

Joseph Peek - Jan 20, 2000

Ernest Stafford Peek & Sally Lee Peek - Dec, 21, 1990

Craig D. Adams & Shawna Adams - August 2, 1990

Ernest Stafford Peek & Sally Lee Peek - May 26, 1953

Herbert A Peek (married Serena Peek) - Nov. 12, 1941

Ella W. Thompson - Jan 27, 1938

Audra Miriam Reed & Melvin Bird Reed - Oct. 13, 1920

William Reighley Bower, Melvin Bird Reed & Aura Miriam Reed - Oct 7, 1920

Lewis Baker Hooper (married Elizabeth Jane Hooper) - Jan 12, 1906 (built house c. 1915)

Franz Katzenberg - June 7, 1888

1150 S. Juniper St. is a rectangular house with gabled roof running side to side (north to south) and a shed-style porch on the front (west) facade. Plain square posts support the porch and exposed beam ends decorate the eaves. There are ten windows total around the exterior of the house (west side - four, north side - two, south side - 3, South Side 1). French doors out to a wooden deck on the South Side of the home. Laundry room is attached to the east side of the house. The foundation, front and back porch are concrete.

Architectural style is: Clapboard Cottage

Landscape includes: Two Jacarandas & Palm Tree in front yard; mulberry, fig tree in backyard.

Surroundings: Residential

Interesting Note: We are the first house in the Old Escondido Historic district as you enter from the South on Juniper Street, just past the city-owned open space.

## Paul Bingham

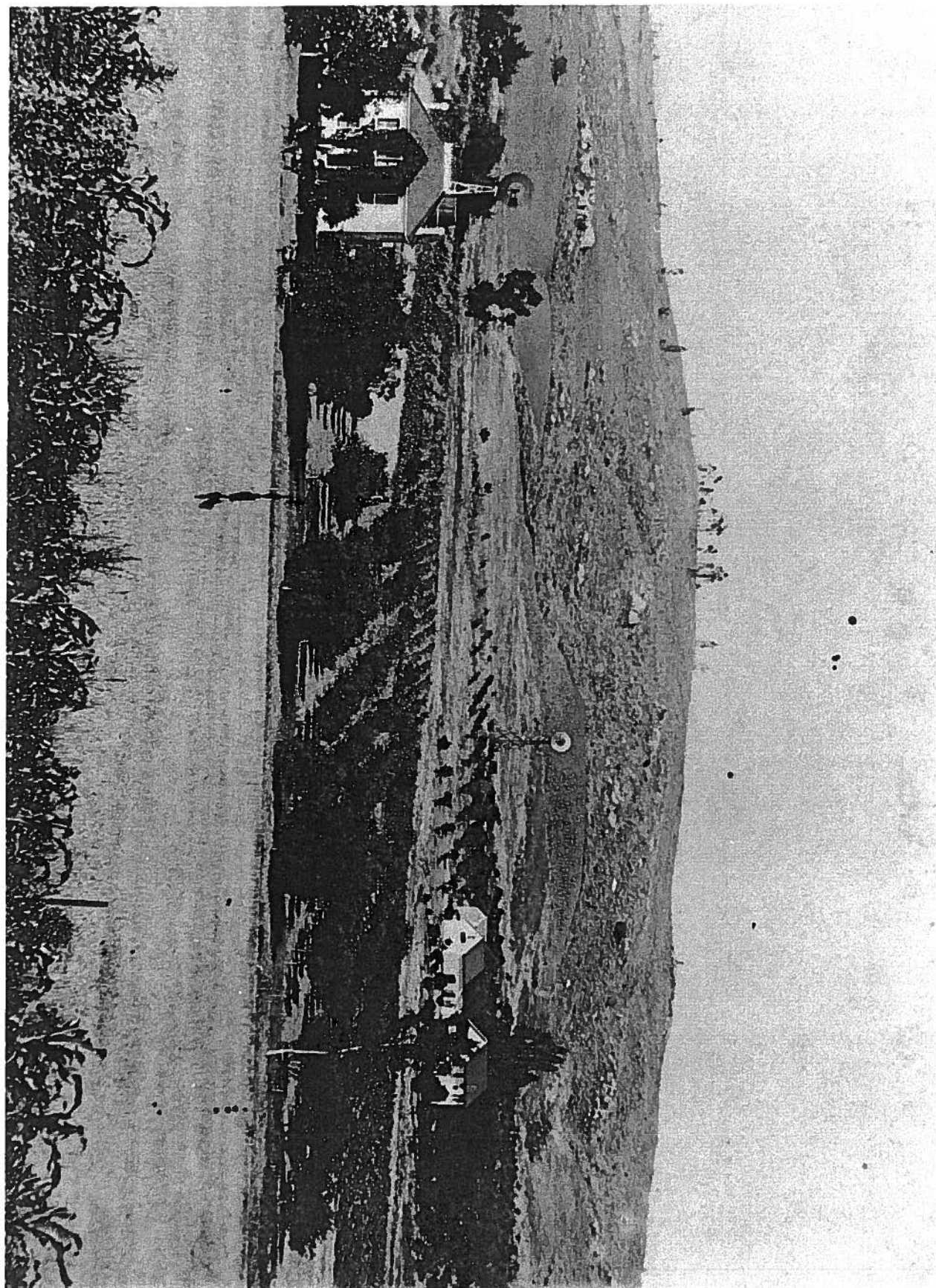
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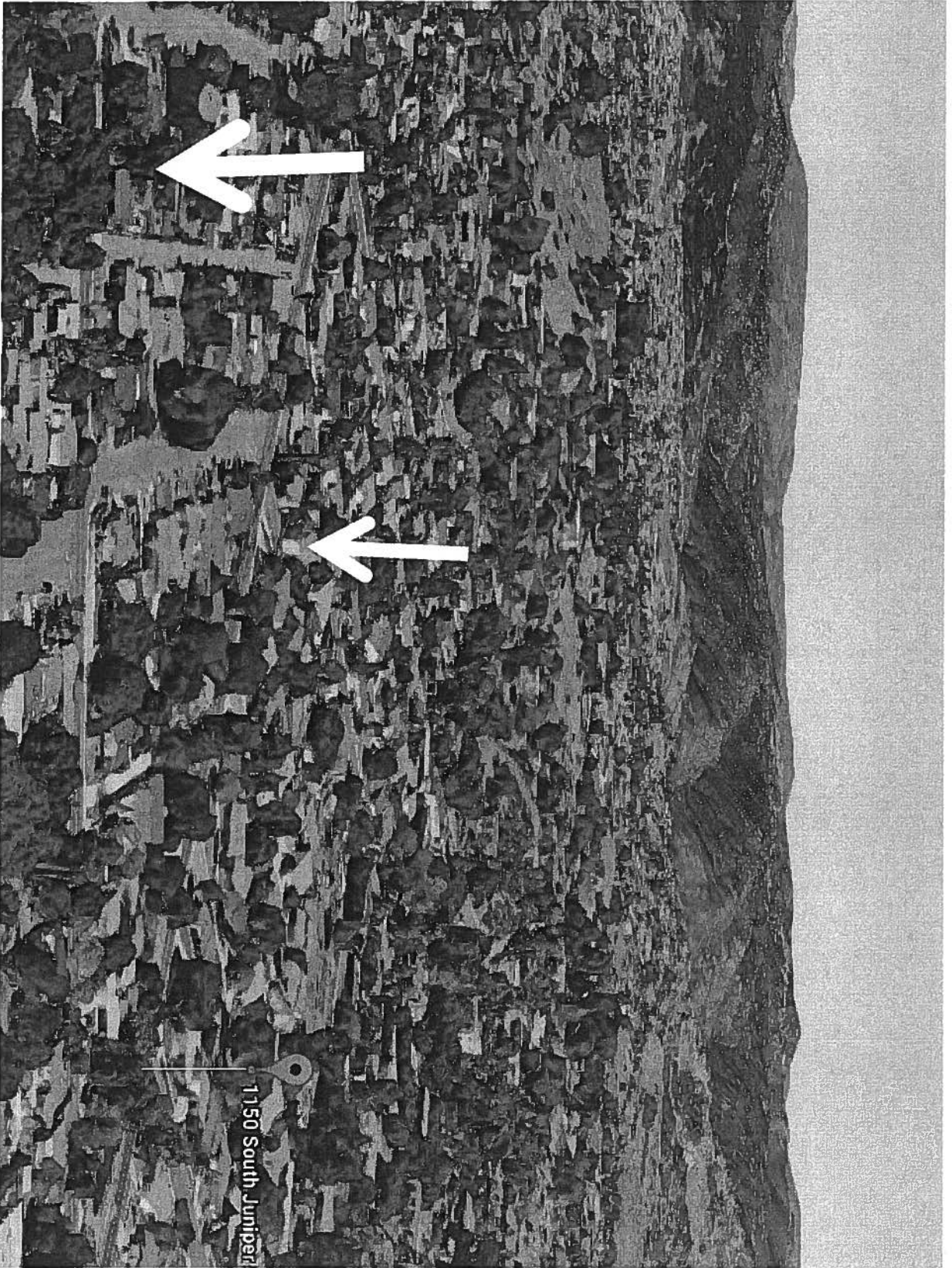
**From:** Paul Bingham  
**Sent:** Wednesday, August 30, 2017 8:16 AM  
**To:** Paul Bingham  
**Subject:** Historic Summary of 1150 South Juniper

Franz Katzenberger purchased the property that includes 1150 S. Juniper St. in 1888 (10.4 acres total). Franz emigrated to the US from Germany in 1881 with his wife and adult children. Franz was a contractor and his son, Valentine was also a contractor/brick mason. The family came to Escondido around 1886.

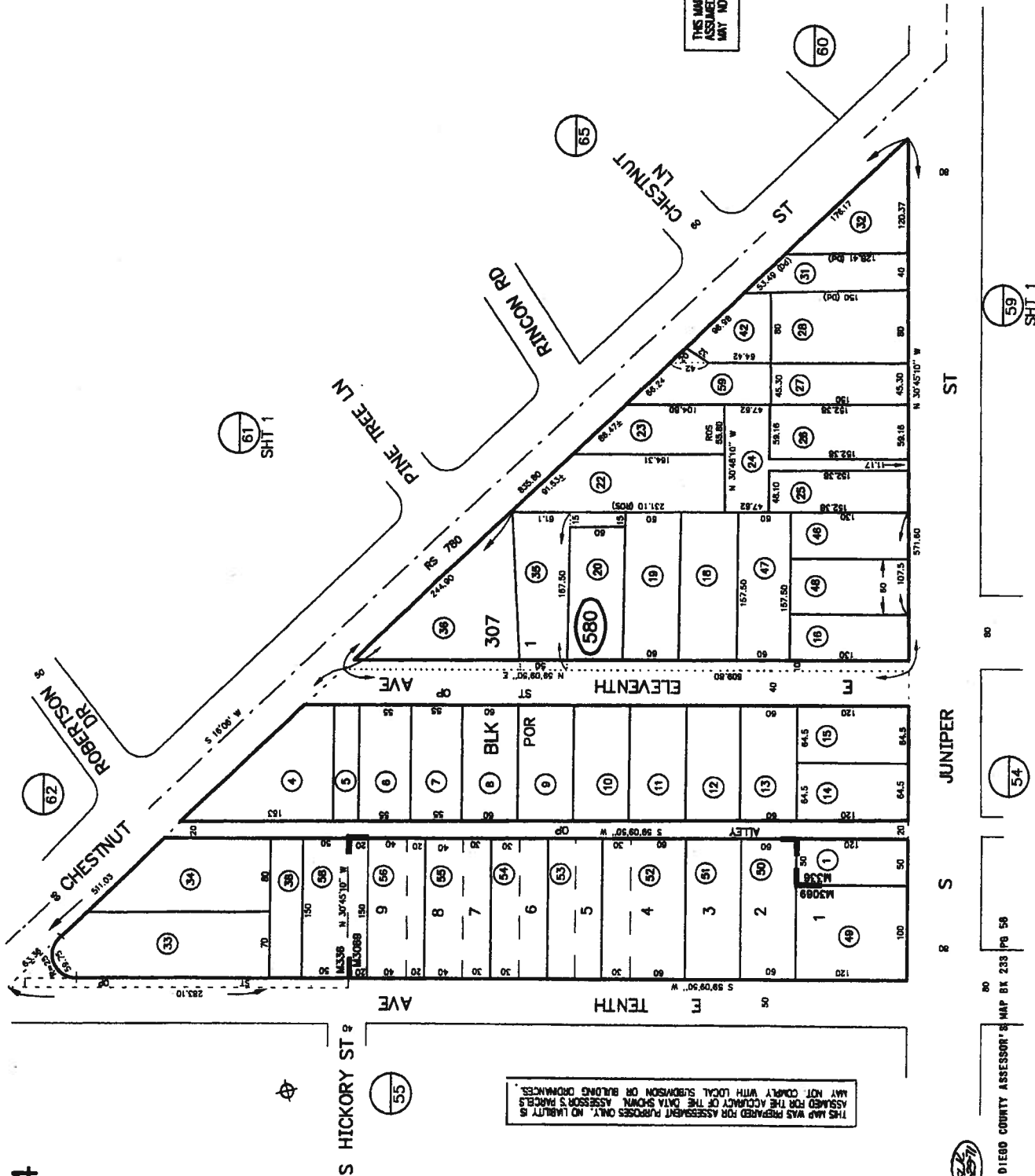
Valentine built many of the early brick structures in Escondido, many are still standing including the original Bank of Escondido at Grand and Broadway and also the house at 10th and Juniper. Franz died in 1889, so he may have been in poor health. His wife, Elizabeth, inherited the property. When she died the children eventually sold it to a real estate agent named L. B. Hooper in 1906.

L.B, his wife and eight children lived in the house at 1006 S. Juniper, built by Katzenberger. Mr. Hooper was the City Treasurer beginning in 1910 and he was also on the Escondido Public Library Board of Directors. He donated the land for the Carnegie Library in 1910. The Hooper's likely deeded over the South one-half of the south two acres of Lot One Block 307 (1150 S. Juniper's property) to William Bower and Mary Bower who in turn deeded the property that same year to Audra Reed and Melvin Reed. Audra was the daughter of William & Mary Bower. She and her mother were dressmakers and had a business together. Both William Bower and Melvin Reed are listed in the Escondido Directory as contractors, so they likely built the house that still stands and is listed as 1150 S. Juniper St.





[illegible]



THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

CHANGES			
BLK	OLD	NEW	QUT
1-9	29-57	72	200000
37457	58	20	3151
680	45144	57	85 1560



City of Escondido  
**HISTORIC RESOURCES INVENTORY**

**IDENTIFICATION AND LOCATION**

1. Historic Name

Ser.No.

Natl. Reg. Status

Local Designation

Local Ranking    Significant

2. Common or Current Name

3. Number & Street 1150 South Juniper Street

Cross-Corridor

City: Escondido Vicinity Only

Zip 92025    County: San Diego

4. UTM zone            A

B

C Zone 11

D

5. Quad map No.

Parcel No. 233-530-31

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.

1150 Juniper is a rectangular clapboard-sided house with the gabled roof running side to side (north to south) and a shed-style porch on the front (west) facade. Plain square posts support the porch and exposed beam ends decorate the eaves. The front door is flanked by two large single-paned side lights and a small, six-paned side light and a small, six-paned casement window is placed on each side of the porch. Double-hung wood-sash windows and two casement windows are used on the north and south sides. The foundation and porch floor are concrete. Interesting pressed tin covered shed in back imitates bricks.

The architectural style is: Clapboard Cottage

The condition is: fair

The related features are: clapboard garage with plywood front; pepper trees

The surroundings are: residential; densely built-up

The boundaries are:



8. Planning Agency  
City of Escondido

9. Owner and Address  
Herbert A. and Serena B. Peek  
3330 Willowood Road  
Santa Maria, CA 93454

10. Type of Ownership    private

11. Present Use    residence

12. Zoning

13. Threats    none known

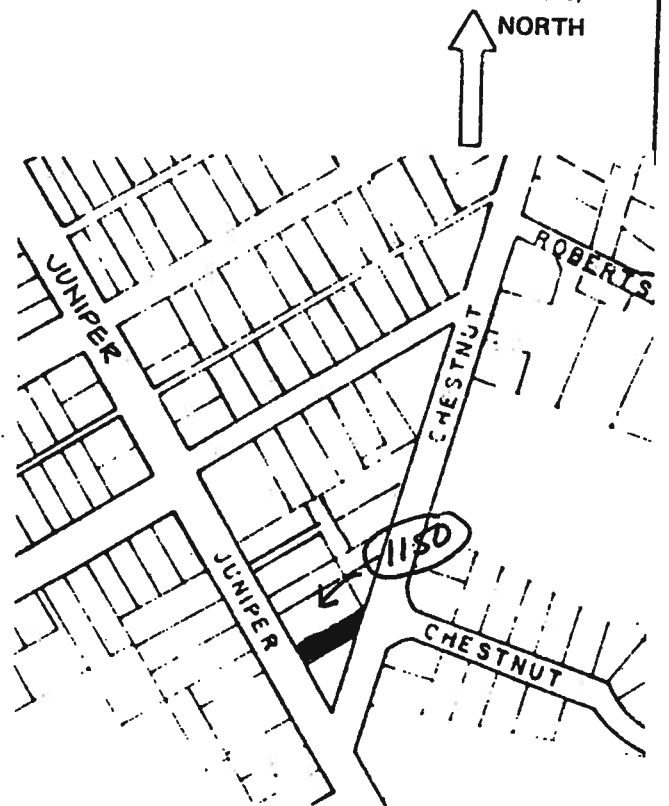
## HISTORICAL INFORMATION

14. Construction Date(s) c1915      Original location unknown      Date moved
15. Alterations & date early changes
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):





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

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

FOR INTERNAL USE ONLY	
Case No.	HP 17-0005
Date Submitted:	8/10/17
Project Planner:	P.B.
Fees:	NA
Receipt No.:	
<input type="checkbox"/> Incomplete	Date of Notice
<input type="checkbox"/> Complete	Date

**APPLICANT/CONTACT PERSON**

Name (Print): Bret Marshall  
Address: 1150 S. Juniper St.  
City, State, Zip: Escondido, CA 92025  
Phone: 858-663-5997  
Fax: \_\_\_\_\_  
E-mail: bret.tena.marshall@gmail.com  
Signature: Bret Marshall

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

Name (Print): Bret & Tennille Marshall  
Address: 1150 S. Juniper St.  
City, State, Zip: Escondido, CA 92025  
Phone: 858-663-5997  
Fax: \_\_\_\_\_  
E-mail: bret.tena.marshall@gmail.com  
Signature: Bret Marshall  
(authorizing applicant to submit application)

**SITE INFORMATION**

Property Address: 1150 S. Juniper St.  
Assessor's Parcel Number: 233-580-31  
Historic Name: \_\_\_\_\_

**LANDMARK/LOCAL REGISTER INFORMATION**

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

**POTENTIAL STRUCTURE/PROPERTY IMPROVEMENT TIMELINE:**

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

**PROPOSED IMPROVEMENTS**

<u>Landscape front &amp; back yard</u>	<u>Replace Roof</u>
<u>New wood fence</u>	<u>Install new piping throughout</u>
<u>Paint Exterior</u>	
<u>New flooring</u>	
<u>Update electrical</u>	
<u>Repair Concrete Driveway</u>	
<u>Install gutters</u>	
<u>Restore Windows</u>	

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

**Applicant**

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

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

Applicant: Brit Marshall

Date: 8-18-17

**Property Owner**

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

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

Property Owner: Brit Marshall

Date: 8-18-17

**Architect/Engineer**

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

Architect: \_\_\_\_\_

Date: \_\_\_\_\_

Engineer: \_\_\_\_\_

Date: \_\_\_\_\_

**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.

BEM 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.

BEM 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.

BEM 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.

BEM OWNER'S INITIALS

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

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

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

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

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

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

BEW 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]  
Bret Marshall  
1150 S. Juniper 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.

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

*(Remainder of page left intentionally blank.)*

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

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

**CITY OF ESCONDIDO**

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

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

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

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

**OWNER**

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

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

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

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

APPROVED AS TO FORM:

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

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



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

### Notice of Exemption

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

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

**Project Title/Case No.:** HP 17-0005

**Project Location - specific:** Addressed as 1150 South Juniper Street (APN 233-580-3100), located on the east side of South Juniper Street between East 11<sup>th</sup> Avenue and South Chestnut Street.

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

**Description of Project:**

To approve the Local Register listing and a Mills Act contract for the 0.147-acre subject property in the R-1-6 (Single-Family Residential, 6,000 SF minimum lot size) zone, located in the U1 (Urban I) designation of the General Plan.

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

**Name of Persons or Agency Carrying Out Project:**

Names: Bret & Tennille Marshall

Telephone: (858) 663-5997

Address: 1150 South Juniper Street, Escondido, CA 92025

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

**Exempt Status:**

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

**Reasons why project is exempt:**

1. The project is within the R-1-6 zone and the U1 designation of the General Plan and no variances are required.
2. The project will be consistent with the Secretary of Interior's Standards for the Treatment of Historic Properties with guidelines for preserving, rehabilitating, restoring and reconstructing historic buildings.
3. The project will not be limited by the factors in section 15300.2 and will not adversely change the significance of a historical resource.

**Lead Agency Contact Person:** Paul K. Bingham

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

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

*Paul K. Bingham*

Assistant Planner II

*Sept. 12, 2017*

Date

☒ Signed by Lead Agency

Date received for filing at OPR:

☐ Signed by Applicant

## HISTORIC PRESERVATION COMMISSION

**Agenda Item No.: H.3**  
**Date: September 21, 2017**

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

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

**RECOMMENDATION:** Forward recommendations of approval to the City Council

### **BACKGROUND:**

#### **City of Escondido Historical/Cultural Resources Survey**

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

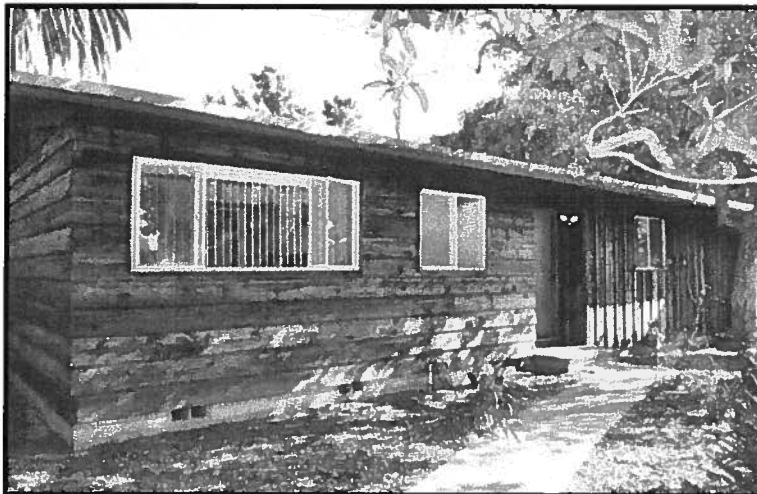
#### **Local Register of Historic Places Listing**

The 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. City Council Resolution 92-409, adopted on October 28, 1992, clarified that a property owner may apply for a Mills Act contract if the resource has been listed as a Local Register property. The current owner is requesting that the subject property be approved for Local Register listing.

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



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

## **ANALYSIS**

### **Escondido Historical/Cultural Resources Survey**

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

### **Local Register of Historic Places Listing**

This request by the current owner, Larry Gonzales, is to consider placing this resource on the Local Register.

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

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

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

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

*The existing one story Mid-Century Modern residence was finished in 1957 and is currently 60 years old.*

### **Mills Act Contract**

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

Respectfully Submitted,



Paul K. Bingham  
Assistant Planner II

**Mills Act Application  
List of Improvements**

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

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



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

Case No.:	HP 17 - 0006
Date Received:	8/21/17
Received By:	P.B.
Fees Received:	NA
Date Approved:	
Application:	<input type="checkbox"/> Incomplete <input checked="" type="checkbox"/> Complete

## ESCONDIDO HISTORIC DESIGNATION APPLICATION

(Check one) ☐ Historic Landmark ☒ Local Register

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

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

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

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

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

Zoning: R-1-6  
Related Case File: \_\_\_\_\_

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

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

### SUBMITTAL REQUIREMENTS:

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

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

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

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

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

# **ESCONDIDO HISTORIC DESIGNATION APPLICATION**

## **Mills Act Application Submittal Requirements**

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

### **Complete legal Description of property:**

#### **LEGAL DESCRIPTION**

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

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

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

APN: 233-272-14

### **List of past and present occupants/owners:**

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

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

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

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

## **625 S. Juniper, Submittal Requirements, page 2**

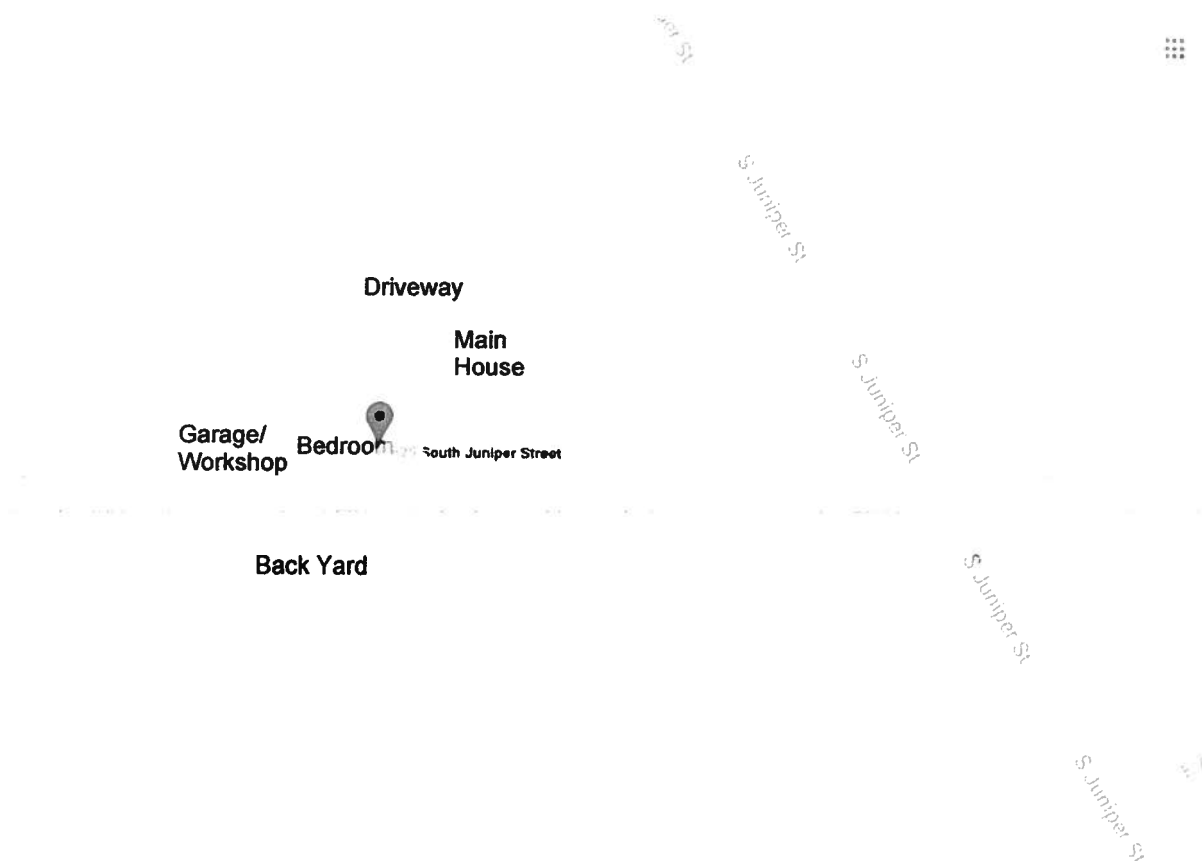
William had formal training in drafting and architectural design in his youth, which allowed him to pick features that he liked from different homes and produce drawings. The drawings were then submitted to an architect, who produced the blueprints. He hired local sub-contractors and was personally involved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

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

Larry Gonzales, owner occupant October 5, 2016 to present

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

## **Site Plan**



## **Photos of exterior of structure/site**

See next pages

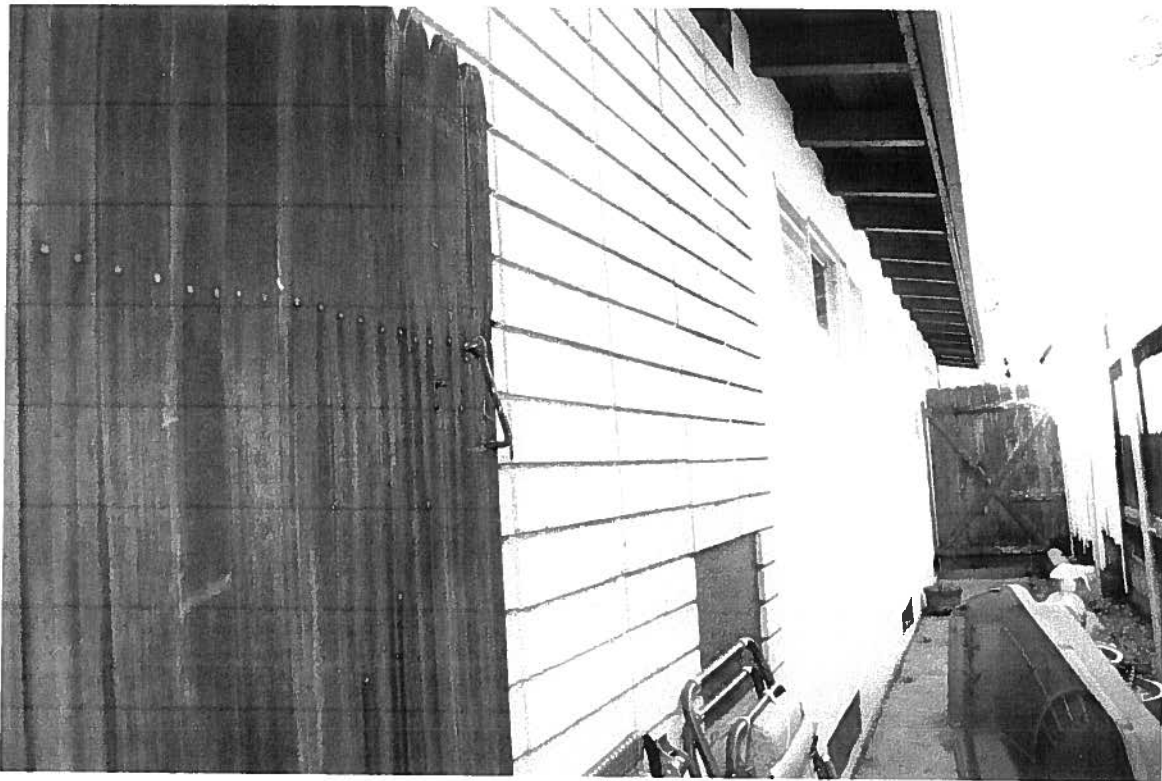
**625 S. Juniper St. Photographs**



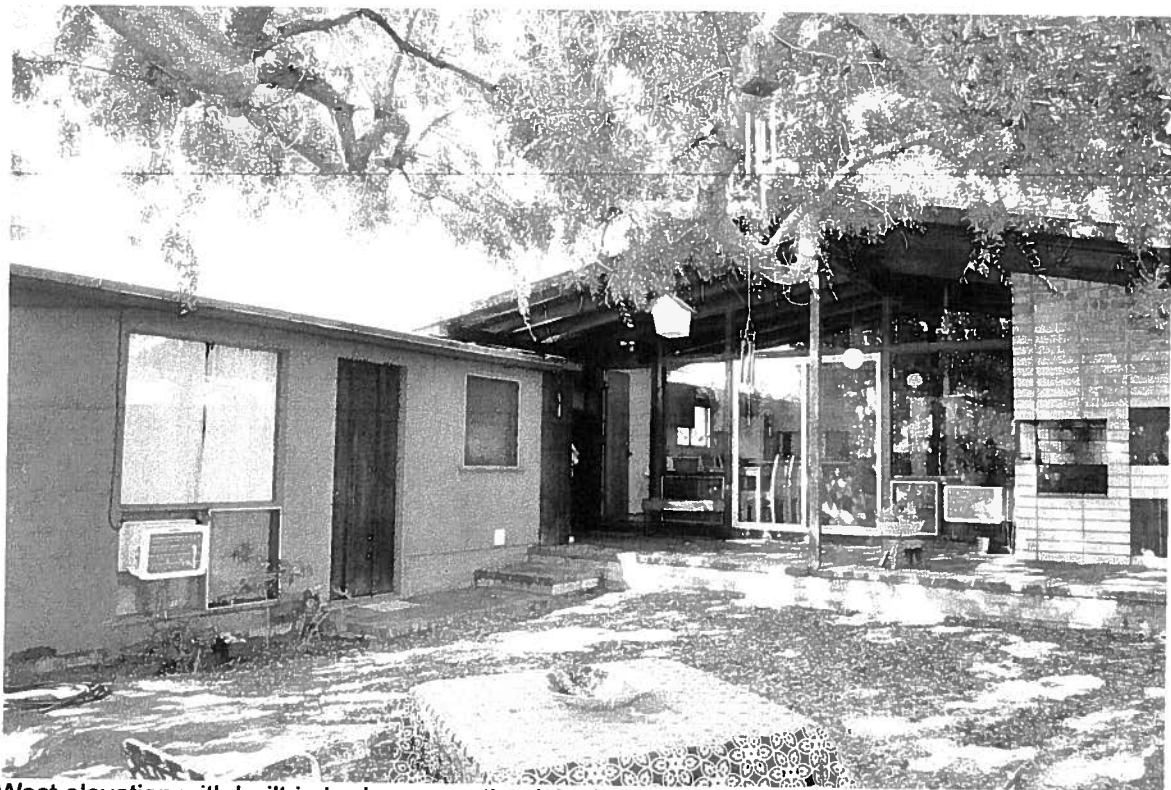
Front of house, north elevation facing alley



East elevation, facing Juniper St.



South elevation showing concrete stacked blocks and stucco



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



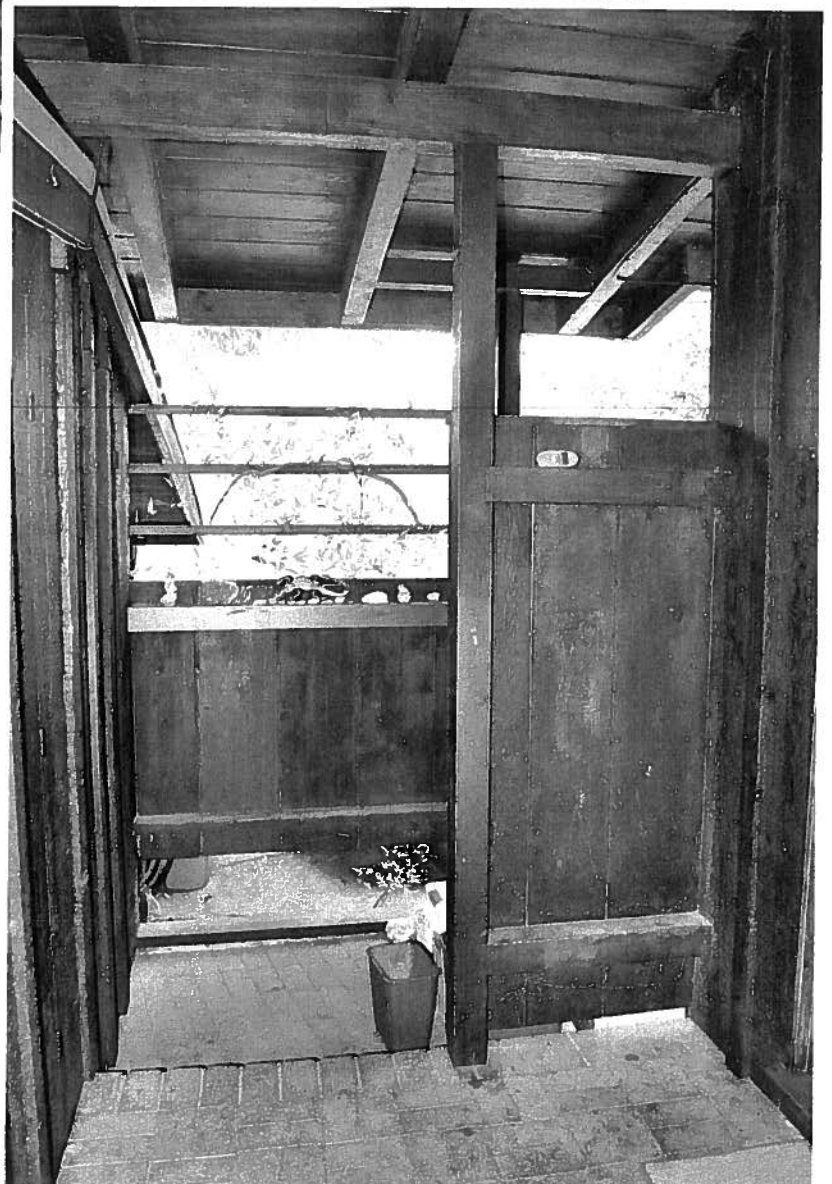
**Massive beam supporting rear roof extending over porch**



**Hardware securing beams between windows on rear of house**



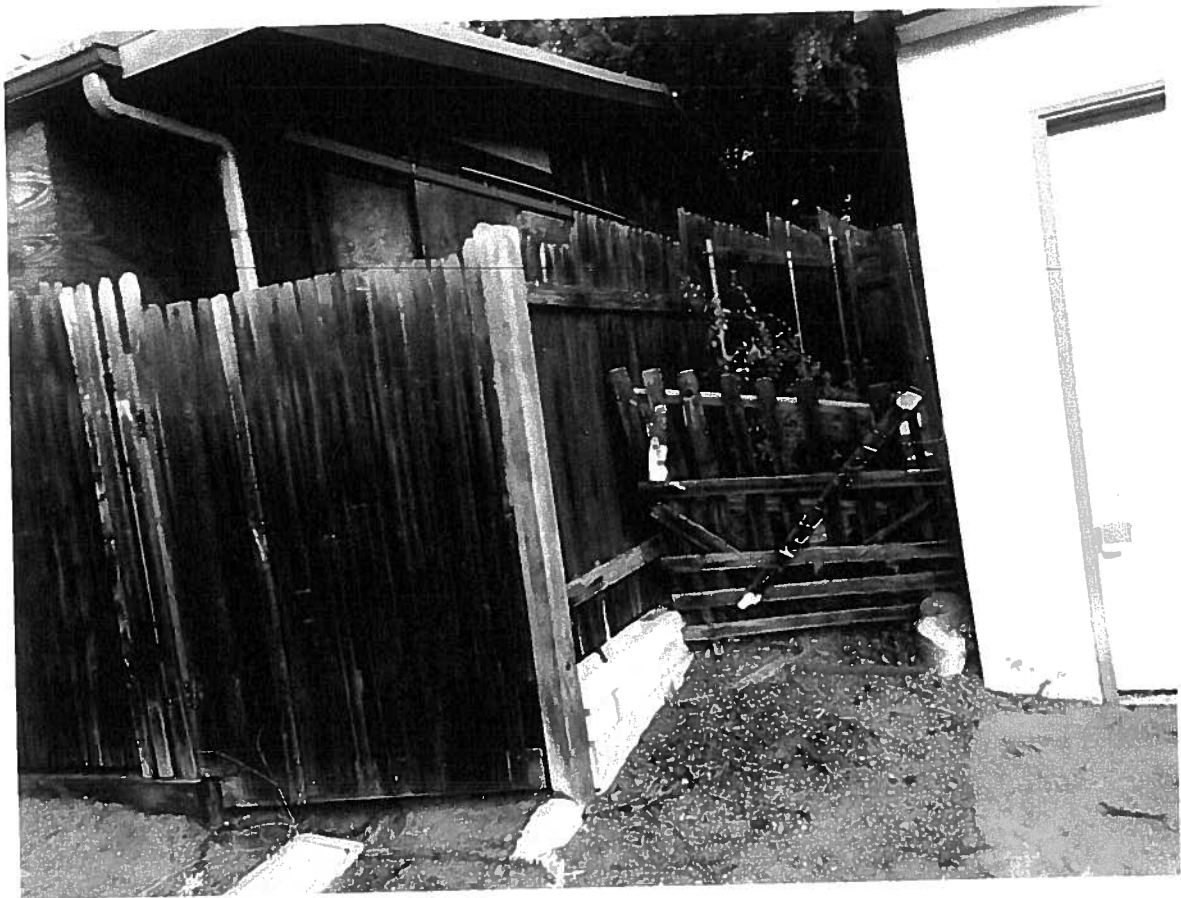
Original light fixture over back porch



Breezeway between house and garage, looking north



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



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

*625 S. Juniper, Submittal Requirements, page 3*

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

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

**Chain of Title:**

See next pages<sup>s</sup>

# **Chain of Title for 625 S. Juniper St.**

## **The Brothers House**

**October 5, 2016 - present**

**Larry James Gonzales, Sr.**

**March 1957 – October 5, 2016**

**William N. and Phyllis L. Brothers**

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

Primary #

HRI #

Trinomial

NRHP Status Code

Other Listings

Review Code

Reviewer

Date

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

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

\*P2. Location: ☐ Not for Publication ☒ Unrestricted

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

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

c. Address 625 S. Juniper St. City Escondido Zip 92025

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

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

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

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

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

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

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



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

(Description continued on next page)

## CONTINUATION SHEET

Property Name: \_\_\_\_\_

Page 2 of 12

### P3a Description, continued -

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

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

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

## CONTINUATION SHEET

Property Name:                     

Page 3 of 4

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

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

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

Primary #

HRI #

Trinomial

NRHP Status Code

Other Listings

Review Code

Reviewer

Date

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

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

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

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

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

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

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

\*P7. Owner and Address:

Larry J. Gonzales

625 S. Juniper Street

Escondido, CA 92025

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

Carol Rea, friend

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

Escondido, CA 92025

\*P9. Date Recorded: August 18, 2017

\*P10. Survey Type: (Describe)

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

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

Timothy Brothers, son of owner/builder, William Brothers

\*Attachments: ☐ NONE XLocation Map XContinuation Sheet XBuilding, Structure, and Object Record

☐ Archaeological Record ☐ District Record ☐ Linear Feature Record ☐ Milling Station Record ☐ Rock Art Record

☐ Artifact Record ☐ Photograph Record ☐ Other (List): \_\_\_\_\_

# BUILDING, STRUCTURE, AND OBJECT RECORD

\*Resource Name or # (Assigned by recorder)

\*NRHP Status Code

Page 1 of 9

B1. Historic Name: Brothers House

B2. Common Name: Brothers House

B3. Original Use: Residential

B4. Present Use: Residential

\*B5. Architectural Style: Mid-Century Modern

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

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

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

\*B8. Related Features:

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

\*B10. Significance: Theme Residential Architecture Area Central Escondido

Period of Significance Mid-Century Building Boom 1946-1969

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

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

(See next page for further history)

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

\*B12. References:

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

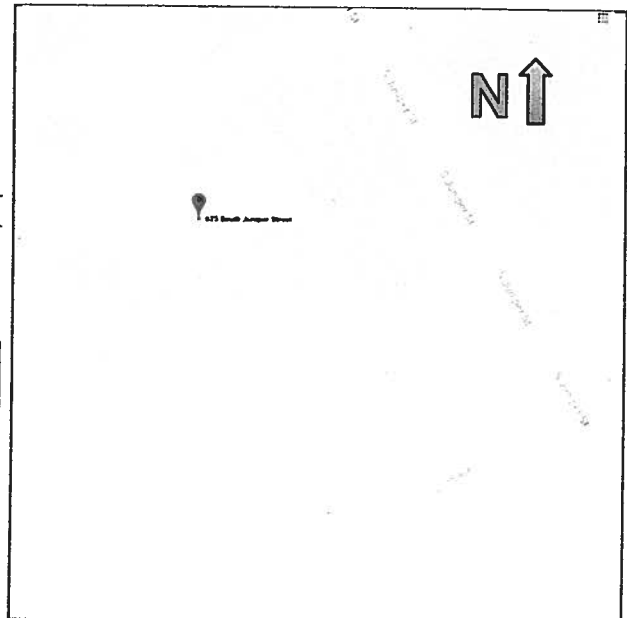
B13. Remarks:

There are not threats to this property at this time.

\*B14. Evaluator: Carol Rea

\*Date of Evaluation: August 18, 2017

(This space reserved for official comments.)



## CONTINUATION SHEET

Property Name: \_\_\_\_\_

Page 2 of 9

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

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

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

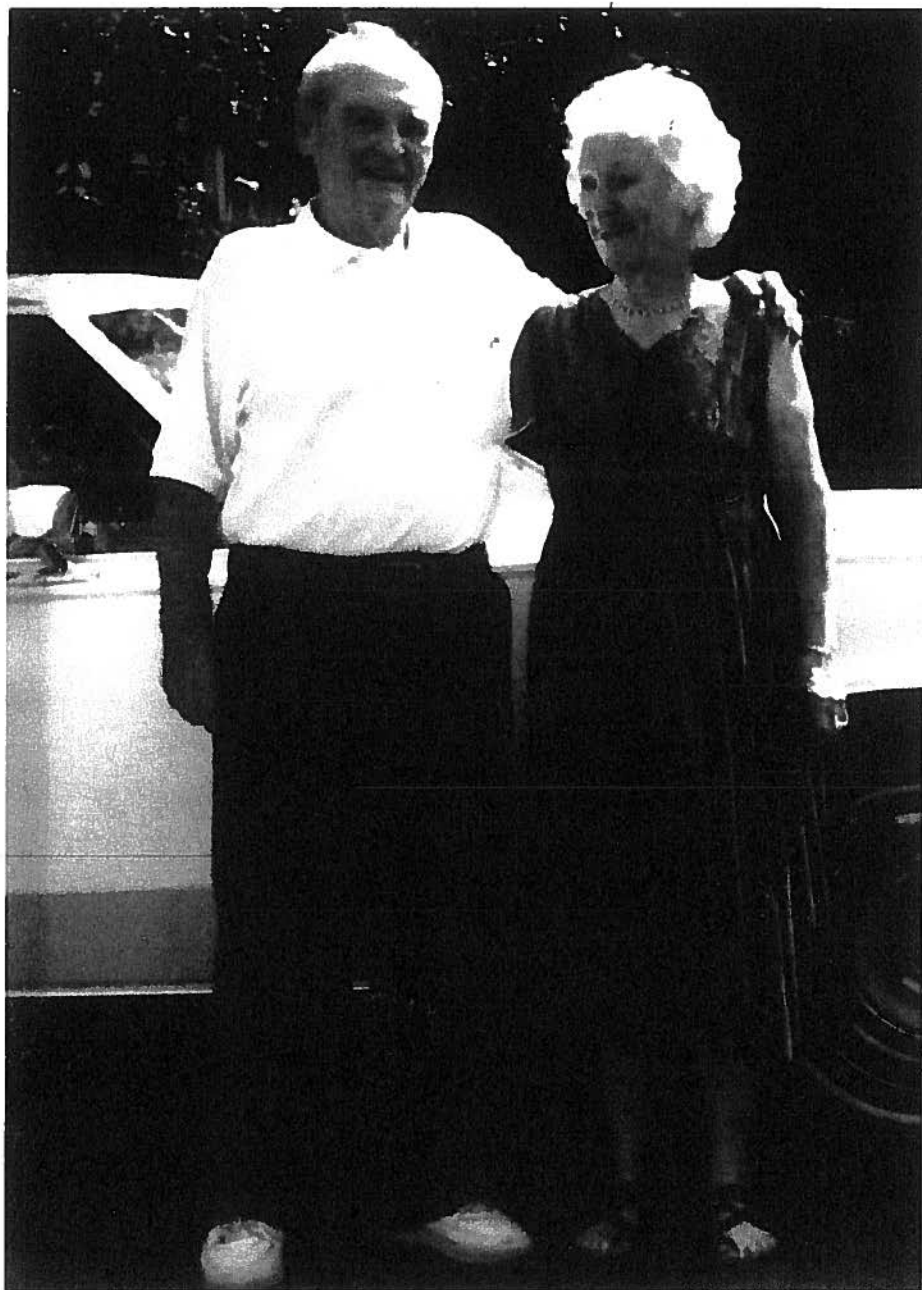
William had formal training in drafting and architectural design in his youth, which allowed him to pick features that he liked from different homes and produce drawings. The drawings were then submitted to an architect, who produced the blueprints. He hired local sub-contractors and was personally involved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

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

## CONTINUATION SHEET

Property Name: \_\_\_\_\_

Page 3 of 9



William and Phyllis Brothers, August 1999

**SATURDAY, NOVEMBER 4, 2006**

### William Brothers, 91

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

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



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

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

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

North County Cremation is handling arrangements.

Mothers are the Flowers in the Garden of Life



20th Annual

Home Tour

Mothers Day

Old Escondido  
Historic District

2017

# The Brothers House

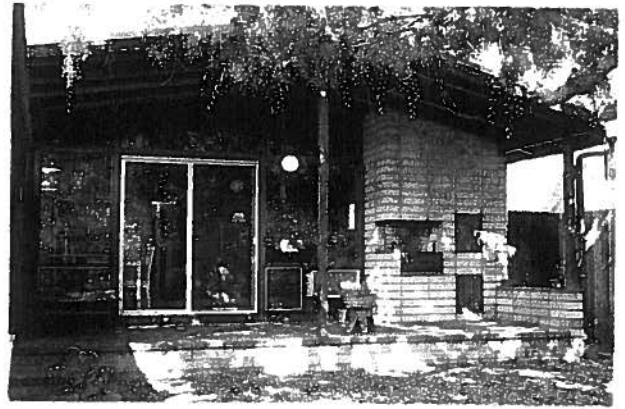
William Nelson Brothers was born in 1915 on his grandmother's farm in Michigan, the third of five children. In 1918, the family moved to Kalkaska, Michigan, where he grew up. As a boy and enterprising young man, Bill worked on the family dairy farm, in his father's feed store and flour mill, and ran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

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

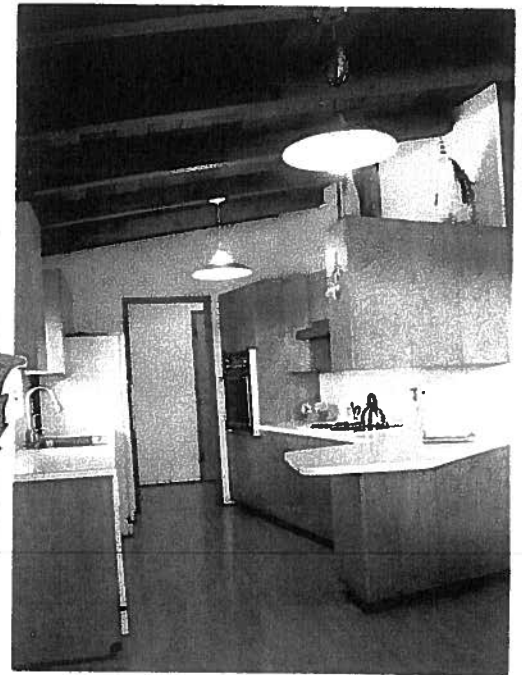
After a few years, William went to work for the Sim J. Harris Paving Company located in Miramar. Here he continued to supervise jobs that involved modern home design.

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

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



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



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



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



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

**FOR INTERNAL USE ONLY**

Case No. \_\_\_\_\_  
Date Submitted: \_\_\_\_\_  
Project Planner: \_\_\_\_\_  
Fees: \_\_\_\_\_  
Receipt No.: \_\_\_\_\_

☐ Incomplete \_\_\_\_\_  
Date of Notice \_\_\_\_\_  
☐ Complete \_\_\_\_\_  
Date \_\_\_\_\_

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

**APPLICANT/CONTACT PERSON**

Name (Print): Larry Gonzales  
Address: 625 S. Juniper St.  
City, State, Zip: Escondido, CA 92025  
Phone: 619-244-8338  
Fax: \_\_\_\_\_  
E-mail: larry\_gonzales91945@yahoo.com  
Signature: \_\_\_\_\_

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

Name (Print): Larry Gonzales  
Address: 625 S. Juniper ST.  
City, State, Zip: Escondido, CA 92025  
Phone: 619-244-8338  
Fax: \_\_\_\_\_  
E-mail: larry\_gonzales91945@yahoo.com  
Signature: \_\_\_\_\_  
(authorizing applicant to submit application)

**SITE INFORMATION**

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

**LANDMARK/LOCAL REGISTER INFORMATION**

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

**POTENTIAL STRUCTURE/PROPERTY IMPROVEMENT TIMELINE:**

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

**PROPOSED IMPROVEMENTS**

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

**Brothers House, 625 S. Juniper Street - History**

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

**History of 625 South Juniper Street, Escondido, CA 92025**

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

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

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

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

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

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

**Sincerely,**

**Timothy D. Brothers**

### DESCRIPTION OF BUILDING

[illegible]

## CONTINUATION SHEET

Property Name: \_\_\_\_\_  
Page \_\_\_\_\_ of \_\_\_\_\_

EXTRA FEATURES		CITY OF ESCONDIDO 887	
1 Toilet	Lot No. 70nd St	Block No. 119	No.
1 Sink	Location 625-892unigas - st		No.
1 Bath Tub	Owner William Brothers	Date 8-11-56	
1 Lavatory	Contractor William Johnson	License No.	
Laundry Tub	Plumber	License No.	
1 Sink			
Refrigerator	Extra Permit No.	Date of Inspection	
1 Soda Fountain			
Shower Drain			
1 Dish Drain			
1 Floor Drain			
1 Vent Cowlings			
1 Air Connections			
1 Urinals			
1 Grease Trap			
1 Sand Trap			
1 Fountain			
1 Bell Line			
1 Garbage Disposal			
1 Air Washer			
1 Sewer Connection			
1 Gas			
1 Water Heater			
1 Wash Hook			

ALL work, material and construction to be in accordance with the Plumbing Ordinance and Regulations of the City of Escondido, California, now in force, and any amendments or such rules and Regulations as may thereafter be enacted.

TO THE CITY BOARD OF HEALTH:  
The following Plan and Abstract of Specifications of Plumbing and Drainage to be installed are for your approval.

Class of Building \_\_\_\_\_ Number of Stories 1 1/2  
Date of Inspection Requested 8-11-56  
Draw diagram on other side of Plumbing job. Also directions for working.

3 May 56 Stud not in section of fill  
in fireplace wall not in place to

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

EXTRA FEATURES		CITY OF ESCONDIDO 887	
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Planning Division  
201 North Broadway  
Escondido, CA 92025-2798  
(760) 839-4671  
Fax: (760) 839-4313

FOR INTERNAL USE ONLY	
Case No.	HP 17 0006
Date Submitted:	Aug 24 2017
Project Planner:	PB
Fees:	N/A
Receipt No.:	N/A
<input type="checkbox"/> Incomplete	Date of Notice
<input type="checkbox"/> Complete	Date

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

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

**POTENTIAL STRUCTURE/PROPERTY IMPROVEMENT TIMELINE:**

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**PROPOSED IMPROVEMENTS**

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

**AND WHEN RECORDED MAIL TO:**

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

THIS SPACE FOR RECORDER'S USE ONLY

**HISTORIC PROPERTY PRESERVATION AGREEMENT**

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

**Recitals**

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

**Agreement**

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

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

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

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

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

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

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

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

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

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

LTG \_\_\_\_\_ OWNERS' INITIALS

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

LTG \_\_\_\_\_ OWNERS' INITIALS

4. Term of Agreement. This Agreement shall be effective and shall commence on January 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 OWNERS desire not to renew this Agreement, that party shall serve a written notice of nonrenewal on the other party. If the OWNERS elect to serve a notice of nonrenewal, the notice must be served on the CITY at least ninety (90) days prior to the RENEWAL DATE, otherwise one (1) additional year shall automatically be added to the term of this Agreement. Conversely, if the CITY elects to serve a notice of nonrenewal, the notice must be served on the OWNERS at least sixty (60) days prior to the RENEWAL DATE, otherwise one (1)

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

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

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

LTG \_\_\_\_\_ OWNERS' INITIALS

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

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

LTG \_\_\_\_\_ OWNERS' INITIALS

11. No Compensation. The OWNERS shall not receive any payment from the CITY in consideration for the obligations imposed under this Agreement. The parties recognize and agree that the consideration for the execution of this Agreement is the substantial public benefit to be derived therefrom and the advantage that will accrue to the OWNERS as a result of assessed value of the PROPERTY because of the restrictions this Agreement imposes on the use and preservation of the PROPERTY.

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

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

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

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

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

WJG \_\_\_\_\_ OWNERS' INITIALS

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

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

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

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

18. Attorney's Fees. In the event legal proceedings are brought by any party or parties hereto, to enforce or restrain a violation of any of the covenants,

reservations, or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover its reasonable attorney's fees in addition to court costs and other relief ordered by the court.

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

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

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

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

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

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

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

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

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

OWNERS: [Insert Owners' Names & Mailing Addresses]

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

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

*(Remainder of page left intentionally blank.)*

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

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

**CITY OF ESCONDIDO**

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

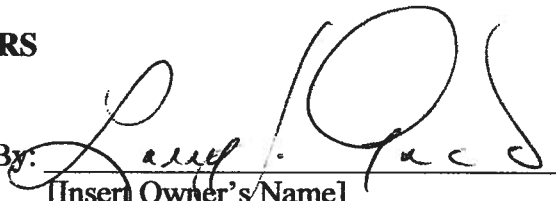
By: \_\_\_\_\_  
Sam Abed, Mayor  
(This signature must be notarized.)

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

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

**OWNERS**

Dated: Aug. 22, 2017

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

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

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

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

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

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

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

APPROVED AS TO FORM:

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

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



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

### Notice of Exemption

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

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

**Project Title/Case No.:** HP 17-0007

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

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

**Description of Project:**

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

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

**Name of Persons or Agency Carrying Out Project:**

Name: Larry Gonzales

Telephone: (619) 244-8338

Address: 625 South Juniper Street, Escondido, CA 92025

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

**Exempt Status:**

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

**Reasons why project is exempt:**

1. The project is within the R-1-6 zone and the U1 designation of the General Plan and no variances are required.
2. The project will be consistent with the Secretary of Interior's Standards for the Treatment of Historic Properties with guidelines for preserving, rehabilitating, restoring and reconstructing historic buildings.
3. The project will not be limited by the factors in section 15300.2 and will not adversely change the significance of a historical resource.

**Lead Agency Contact Person:** Paul K. Bingham

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

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

*Paul K. Bingham*  
Assistant Planner II

*Sept. 12, 2017*

\_\_\_\_\_  
Date

☒ Signed by Lead Agency

Date received for filing at OPR:

☐ Signed by Applicant

## HISTORIC PRESERVATION COMMISSION

**Agenda Item No.: H.4**  
**Date: September 21, 2017**

**TO:** Historic Preservation Commission  
**FROM:** Paul Bingham, Assistant Planner II  
**REQUESTS:** Residence addressed as 152 East 11<sup>th</sup> Avenue (case number HP17-0007)

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

**RECOMMENDATION:** Forward recommendations of approval to the City Council

### **BACKGROUND:**

#### **City of Escondido Historical/Cultural Resources Survey**

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

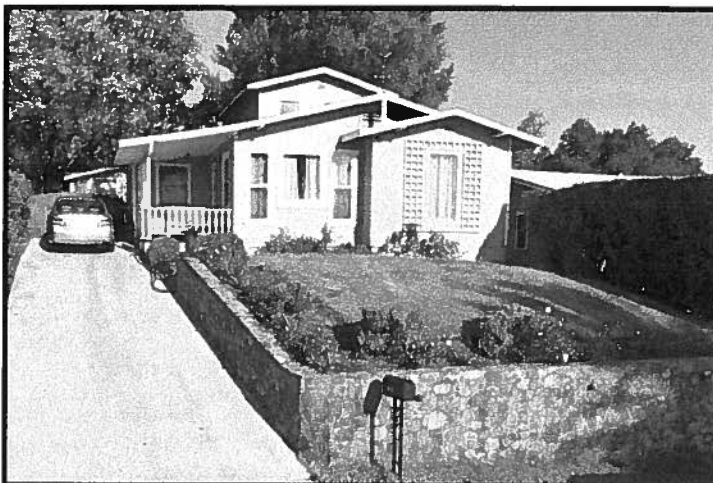
#### **Local Register of Historic Places Listing**

The 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. City Council Resolution 92-409, adopted on October 28, 1992, clarified that a property owner may apply for a Mills Act contract if the resource has been listed as a Local Register property. The current owner is requesting that the subject property be approved for Local Register listing.

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



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

## **ANALYSIS**

### **Escondido Historical/Cultural Resources Survey**

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

### **Local Register of Historic Places Listing**

This request by the current owners, Tony Maccianti & Susannah Cooper, is to consider placing this resource on the Local Register.

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

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

*The existing one story Craftsman Bungalow was built circa 1928 and is currently 89 years old.*

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

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

### **Mills Act Contract**

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

Respectfully Submitted,



Paul K. Bingham  
Assistant Planner II

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

Property Address: 152 East 11<sup>th</sup> Avenue  
Property Owners: Tony Maccianti & Susannah Cooper

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



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

**FOR INTERNAL USE ONLY**

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

**ESCONDIDO HISTORIC DESIGNATION APPLICATION**

(Check one) ☐ Historic Landmark ☒ Local Register

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

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

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

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

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

Zoning: R-1-6  
Related Case File: \_\_\_\_\_

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

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

SUBMITTAL REQUIREMENTS:

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

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

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

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

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

3. There are no known threats to this property.

152 E. 11<sup>th</sup> Ave. Photographs

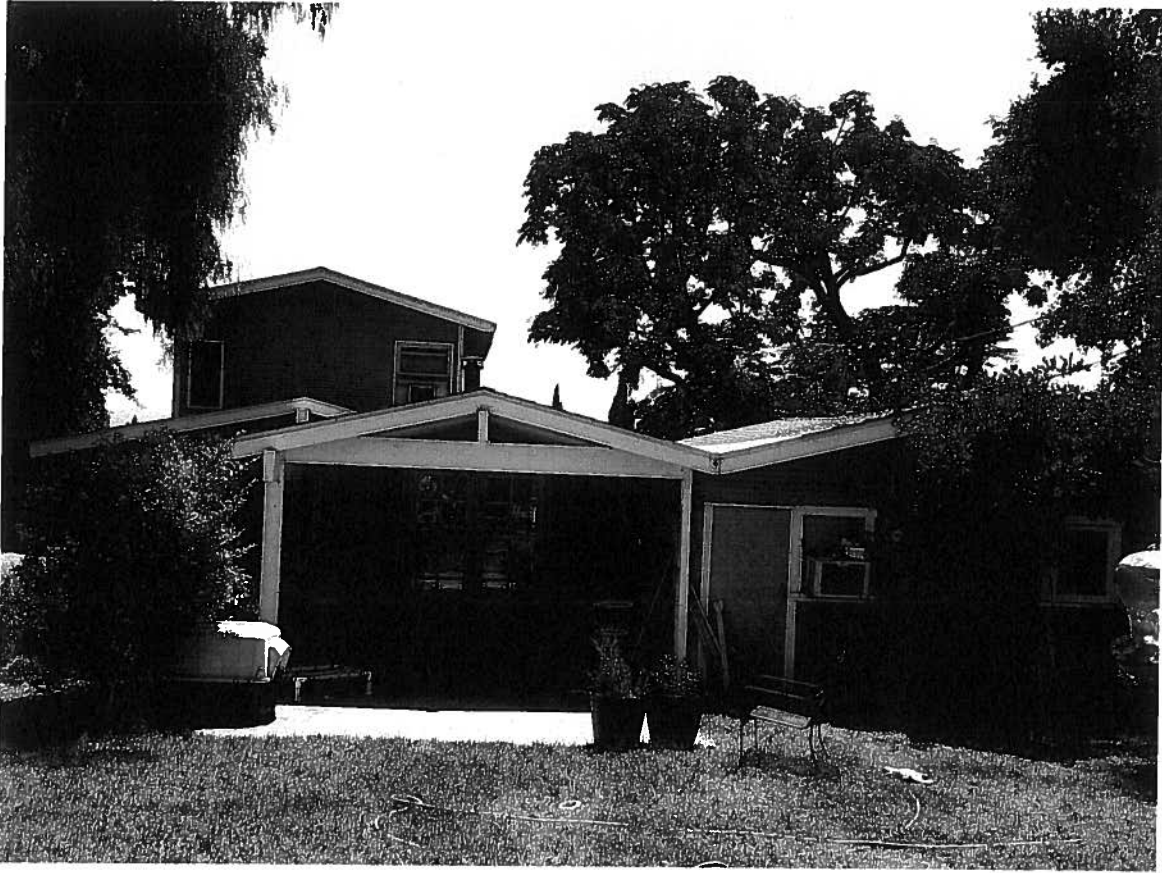


Front of home, south elevation, facing 11<sup>th</sup> Ave.

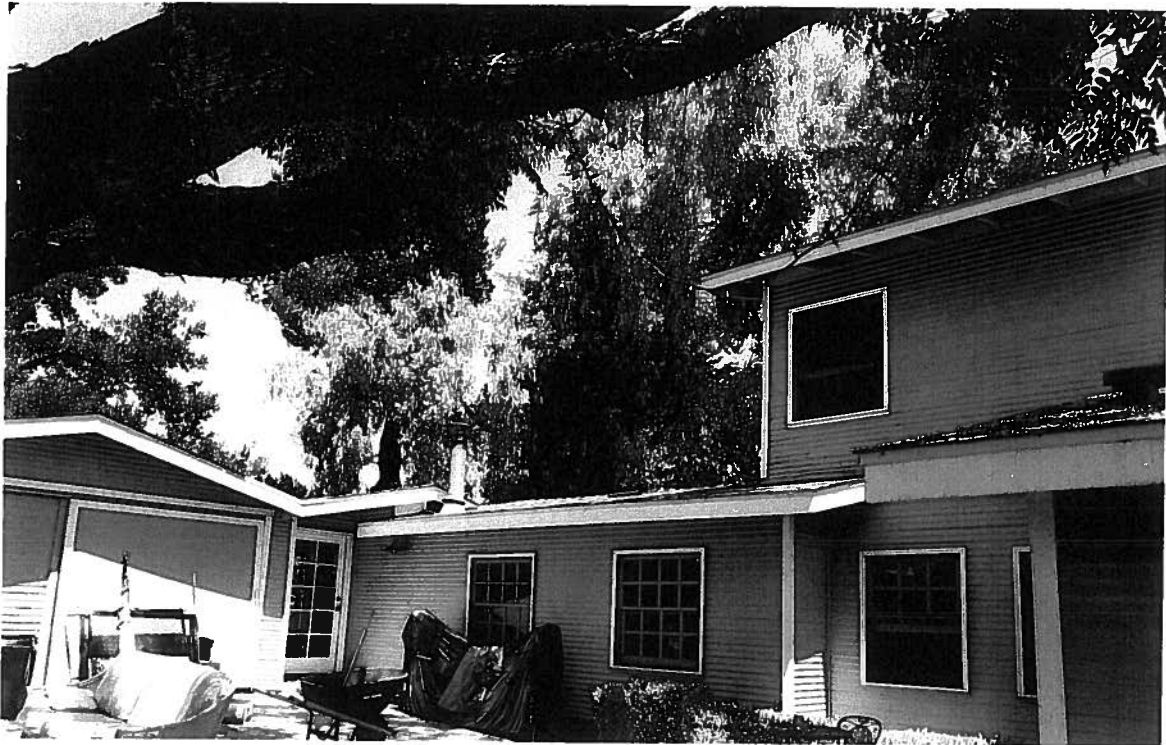


Southwest corner of home, showing front porch

152 E. 11<sup>th</sup> Ave. Photographs



Rear of home, showing additions, including second story



West elevation of home

152 E. 11<sup>th</sup> Ave. Photographs



West elevation of home, showing additions, including second story



East elevation of home showing original windows in original structure

# **Chain of Title for 152 E. 11th**

## **The Rombauer House**

**April 22, 2013 - present**

**Anthony Maccianti and Mary Susannah Cooper**

**1976 – 2013**

**Michael G. and Patrice F. Longmire**

**1928 - 1976**

**Koerner and Dorothy Rombauer**

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

### THE ROMBAUER HOUSE III

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

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

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

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

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

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

## HOUSE HISTORY

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

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

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

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

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

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

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

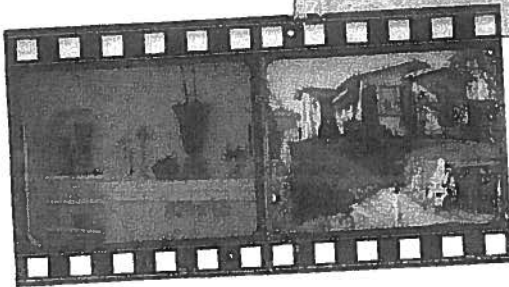
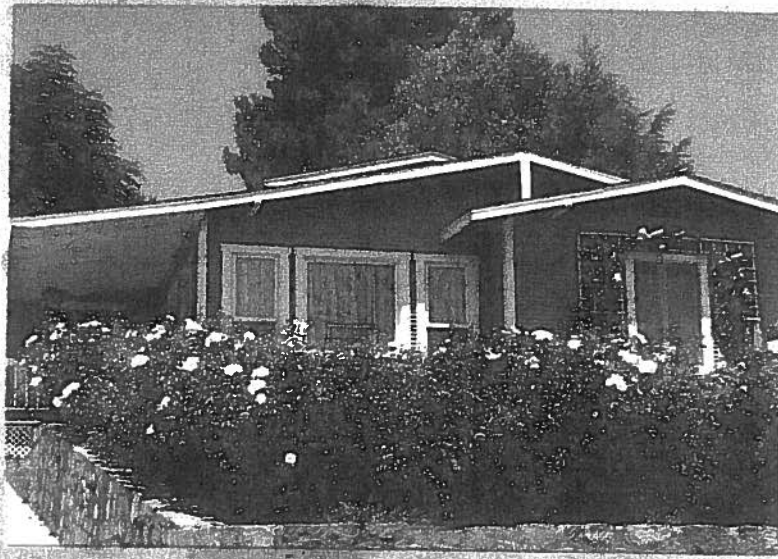
OLD ESCONDIDO

# Mothers Day

Home Tour

11th Annual  
2008





## 152 East Eleventh Avenue The Rombauer House III (1928)

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

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

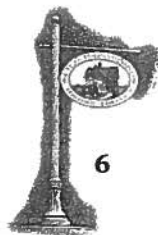
The lovely back yard features a magnificent 100-year-old oak tree. Home Tour visitors are invited to enjoy refreshments here.

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

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

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

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



## Memories

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

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

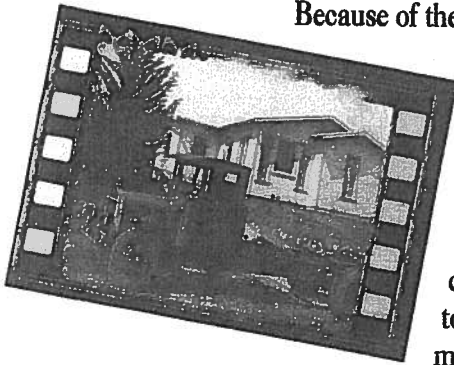
There were few homes from Juniper Street to Escondido Boulevard (then called San Diego Boulevard), and the view south was of orchards, little farms with watermelon fields, farm animals and scattered farmhouses throughout the southern part of the Escondido valley. On a clear day, one could see the mountains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

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

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

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

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





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



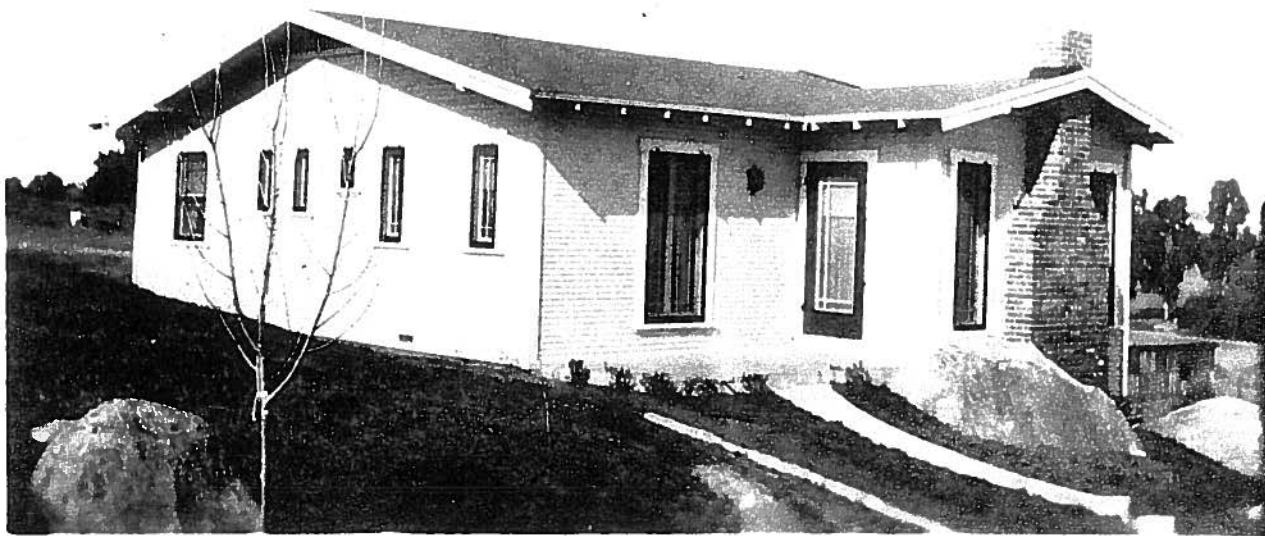
Koerner's lumber transporting truck and trailer



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



Koerner's truck in front of his home in 1928



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

## HISTORY

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

1956

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



1959

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

1965

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

U.S. to Saigon during the Vietnam War.

1972

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

1976

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

1980

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

1981

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

1982

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

1984

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

1988

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

1990

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

1993

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

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

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

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

2003

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

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

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

2010

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

2010

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

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

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

2016

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

## FROM THE ROMBAUER WINERY WEB SITE - WWW.ROMBAUER.COM

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

Primary #

HRI #

Trinomial

NRHP Status Code

Other Listings  
Review Code

Reviewer

Date

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

P1. Other Identifier: Rombauer House

\*P2. Location: ☐ Not for Publication ☒ Unrestricted

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

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

c. Address 152 E. 11<sup>th</sup> Ave. City Escondido Zip 92025

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

e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, decimal degrees, etc., as appropriate) APN 233-542-30-00  
W.50' of S.½ Lot 4, Block 201

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

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

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

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

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



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

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

1928 = provided by daughter of owner/builder

\*P7. Owner and Address:

Cooper/Maccianti

152 E. 11<sup>th</sup> Ave.

Escondido, CA 92025

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

152 E. 11<sup>th</sup> Ave.

Escondido, CA 92025

\*P9. Date Recorded: August 21, 2017

\*P10. Survey Type: (Describe)

Volunteer, intensive

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

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

\*Attachments: ☐ NONE ☐ Location Map ☐ Continuation Sheet ☒ Building, Structure, and Object Record

☐ Archaeological Record ☐ District Record ☐ Linear Feature Record ☐ Milling Station Record ☐ Rock Art Record

☐ Artifact Record ☐ Photograph Record ☐ Other (List): \_\_\_\_\_



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

FOR INTERNAL USE ONLY	
Case No.	HP 17-0007
Date Submitted:	8/22/17
Project Planner:	P.B.
Fees:	NA
Receipt No.:	
<input type="checkbox"/> Incomplete	Date of Notice
<input type="checkbox"/> Complete	Date

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

**APPLICANT/CONTACT PERSON**

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

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

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

**SITE INFORMATION**

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

**LANDMARK/LOCAL REGISTER INFORMATION**

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

**POTENTIAL STRUCTURE/PROPERTY IMPROVEMENT TIMELINE:**

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

**PROPOSED IMPROVEMENTS**

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

City of Escondido  
**HISTORIC RESOURCES INVENTORY**

**IDENTIFICATION AND LOCATION**

- |   |  |
|---|--|
| <p>1. Historic Name</p> <p>2. Common or Current Name</p> <p>3. Number &amp; Street 152 E. Eleventh Avenue</p> <p>City: Escondido Vicinity Only      Zip 92025      County: San Diego</p> <p>4. UTM zone      A E4931.80      B N36636.70      C Zone 11      D</p> <p>5. Quad map No.      Parcel No. 233-542-30      Other</p> | <p>Ser.No.</p> <p>Natl. Reg. Status</p> <p>Local Designation</p> <p>Local Ranking      significant</p> <p>Cross-Corridor</p> |
|---|--|

**DESCRIPTION**

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

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

The architectural style is: Craftsman bungalow

The condition is: good

The related features are: matching garage

The surroundings are: densely built-up residential

The boundaries are:



8. Planning Agency  
City of Escondido
9. Owner and Address  
Michael G. & Patrice F. Longmire
10. Type of Ownership      private
11. Present Use      residence
12. Zoning
13. Threats      none known

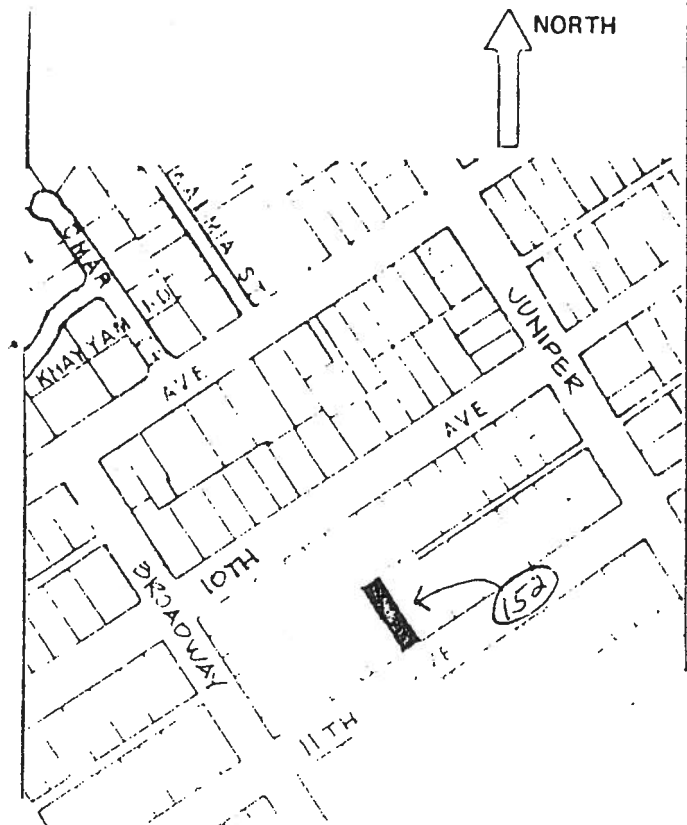
## HISTORICAL INFORMATION

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

## SIGNIFICANCE AND EVALUATION

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

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



**AND WHEN RECORDED MAIL TO:**

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

THIS SPACE FOR RECORDER'S USE ONLY

**HISTORIC PROPERTY PRESERVATION AGREEMENT**

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

**Recitals**

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

**Agreement**

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

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

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

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

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

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

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

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

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

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

MEC TM OWNERS' INITIALS

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

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

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

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

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

NEC TM OWNERS' INITIALS

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

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

NEC TM OWNERS' INITIALS

11. No Compensation. The OWNERS shall not receive any payment from the CITY in consideration for the obligations imposed under this Agreement. The parties recognize and agree that the consideration for the execution of this Agreement is the substantial public benefit to be derived therefrom and the advantage that will accrue to the OWNERS as a result of assessed value of the PROPERTY because of the restrictions this Agreement imposes on the use and preservation of the PROPERTY.

12. Enforcement of Agreement. As an alternative to cancellation of the Agreement for breach of any condition as provided in Paragraph 8, the CITY may, in its sole discretion, specifically enforce, or enjoin the breach of the terms of this Agreement. In the event of a default, under the provisions of this Agreement by the OWNERS, the City shall give written notice to the OWNERS by registered or certified mail. If such violation is not corrected to the reasonable satisfaction of CITY within thirty (30) 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 OWNERS to be in breach under the terms of this Agreement, and may bring any action necessary to specifically enforce the obligations of the OWNERS growing out of the terms of this Agreement or apply for such other relief as may be appropriate under local, state, or federal law.

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

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

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

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

MS TM OWNERS' INITIALS

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

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

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

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

18. Attorney's Fees. In the event legal proceedings are brought by any party or parties hereto, to enforce or restrain a violation of any of the covenants,

reservations, or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover its reasonable attorney's fees in addition to court costs and other relief ordered by the court.

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

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

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

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

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

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

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

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

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

OWNERS: [Insert Owners' Names & Mailing Addresses]

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

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

*(Remainder of page left intentionally blank.)*

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

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

**CITY OF ESCONDIDO**

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

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

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

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

**OWNERS**

Dated: 8.22.17

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

Dated: 8.22.17

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

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

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

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

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

APPROVED AS TO FORM:

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

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



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

### Notice of Exemption

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

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

**Project Title/Case No.:** HP 17-0007

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

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

**Description of Project:**

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

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

**Name of Persons or Agency Carrying Out Project:**

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

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

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

**Exempt Status:**

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

**Reasons why project is exempt:**

1. The project is within the R-1-6 zone and the U1 designation of the General Plan and no variances are required.
2. The project will be consistent with the Secretary of Interior's Standards for the Treatment of Historic Properties with guidelines for preserving, rehabilitating, restoring and reconstructing historic buildings.
3. The project will not be limited by the factors in section 15300.2 and will not adversely change the significance of a historical resource.

**Lead Agency Contact Person:** Paul K. Bingham

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

Signature: Paul K. Bingham  
Assistant Planner

Sept. 12, '17  
Date

☒ Signed by Lead Agency

Date received for filing at OPR:

☐ Signed by Applicant

## **HISTORIC PRESERVATION COMMISSION**

**Agenda Item No.: H.5**  
**Date: September 21, 2017**

**TO:** Historic Preservation Commission

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

**REQUESTS:** Residence addressed as 514 East 6<sup>th</sup> Avenue (case number HP17-0008)

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

**RECOMMENDATION:** Forward recommendations of approval to the City Council

### **BACKGROUND:**

#### **City of Escondido Historical/Cultural Resources Survey**

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

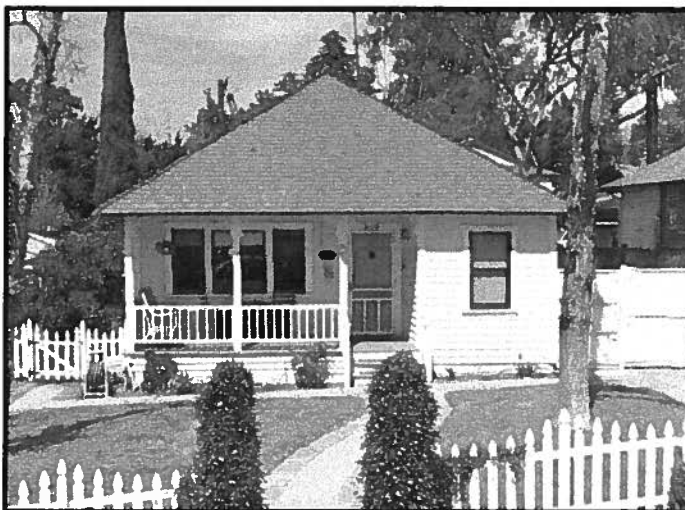
#### **Local Register of Historic Places Listing**

The 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. City Council Resolution 92-409, adopted on October 28, 1992, clarified that a property owner may apply for a Mills Act contract if the resource has been listed as a Local Register property. The current owner is requesting that the subject property be approved for Local Register listing.

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



detached side-loading garage off the alley has similar siding to the main house but has a simple gable roof. It may have been built sometime after the main house, but prior to 1960 when the City permitted an 8'x16' shed roof addition to the south side of the garage. Included in the City's 1990 Historic Survey, the historian at the time considered the house significant. The current owner desires to have the property included on the City's Local Register and to enter into a Mills Act contract for its continued preservation.

## **ANALYSIS**

### **Escondido Historical/Cultural Resources Survey**

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

### **Local Register of Historic Places Listing**

This request by the current owner, Sharon Lee Sanders, is to consider placing this resource on the Local Register.

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

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

*The existing one story Colonial Revival residence was built between 1910 and 1920 and is currently over 96 years old.*

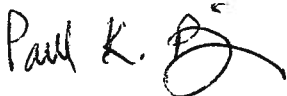
6. Escondido historical resources that are an important key focal point in the visual quality or character of a neighborhood, street, area or district.

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

### **Mills Act Contract**

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

Respectfully Submitted,



Paul K. Bingham  
Assistant Planner II

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

Property Address: 514 East 6<sup>th</sup> Avenue  
Property Owner: Sharon L. Sanders

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



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

Case No.:	HP 17-0008
Date Received:	8/22/17
Received By:	P.B.
Fees Received:	NA
Date Approved:	
Application:	<input type="checkbox"/> Incomplete <input checked="" type="checkbox"/> Complete

## ESCONDIDO HISTORIC DESIGNATION APPLICATION

(Check one) ☐ Historic Landmark ☒ Local Register

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

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

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

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

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

Zoning: R-1-6  
Related Case File: \_\_\_\_\_

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

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

### SUBMITTAL REQUIREMENTS:

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

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

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

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

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

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

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



Front/south elevation showing front entry and porch



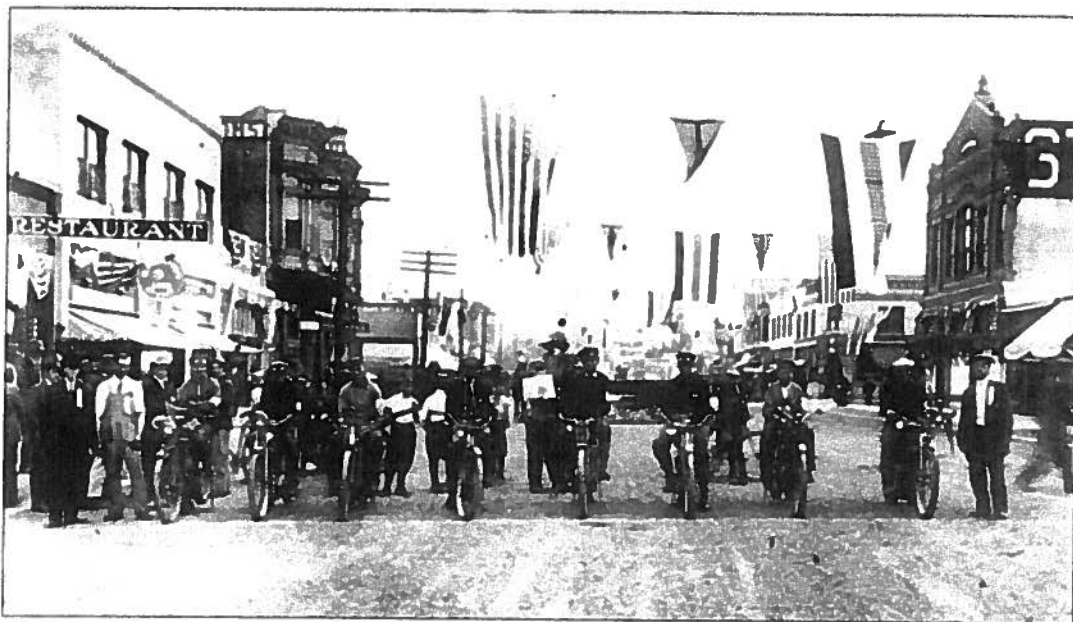
West elevation; small bump out is a modern gas fireplace insert



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

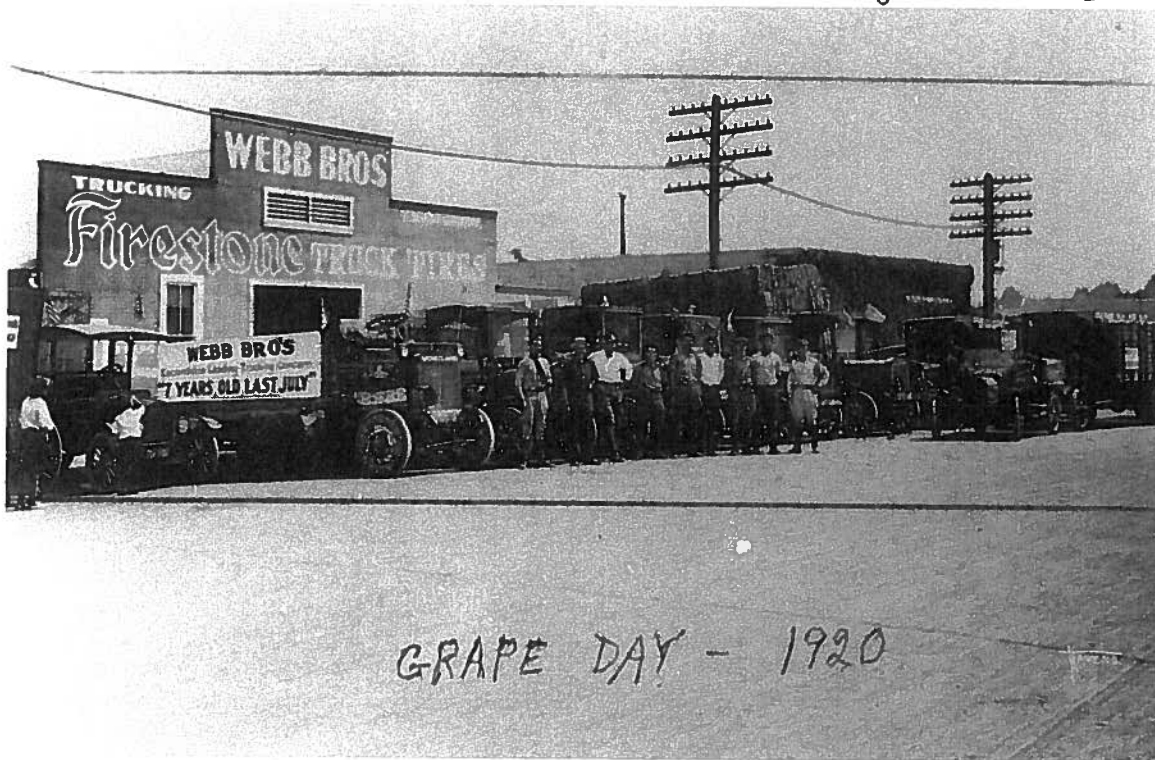


North elevation of house showing back steps, porch, and entrance to small basement to right



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

*from 'Escondido Grape Day  
Festival' by Lucy Baker  
Stephen Covey*



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

## Chain of Title for 514 E. 6<sup>th</sup> Ave. The Webb House

October 31, 2016 - present  
Sharon L. Sanders

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

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

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

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

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

December 16, 1966, - Elmer L. Webb Trust

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

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

September 23, 1920– October 19, 1925  
Antonio Garuso

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

Until May 6, 1908  
Escondido Land & Town Company

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

Primary #

HRI #

Trinomial

NRHP Status Code

Other Listings  
Review Code

Reviewer

Date

Page 1 of 21 \*Resource Name or #: (Assigned by recorder) 514 E. 6<sup>th</sup> Ave., Escondido

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

\*P2. Location: ☐ Not for Publication ☒ Unrestricted

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

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

c. Address 514 E. 6<sup>th</sup> Ave. City Escondido Zip 92025

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

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

Parcel No. 233-291-1000

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

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

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

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

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

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

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

Built c.1910



\*P7. Owner and Address:

Sharon Sanders

514 E. 6<sup>th</sup> Ave.

Escondido, CA 92025

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

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

Escondido, CA 92025

\*P9. Date Recorded: August 19,  
2017

\*P10. Survey Type: (Describe)

Reconnaissance

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

None

\*Attachments: ☐ NONE ☐ Location Map

☐ Continuation Sheet ☒ Building, Structure,

and Object Record ☐ Archaeological Record

☐ District Record ☐ Linear Feature Record

☐ Milling Station Record ☐ Rock Art Record

☐ Artifact Record ☐ Photograph Record

☐ Other (List): \_\_\_\_\_

State of California C The Resources Agency DEPARTMENT OF PARKS AND RECREATION	HR#	Primary #
<b>BUILDING, STRUCTURE, AND OBJECT RECORD</b>		

\*Resource Name or # (Assigned by recorder) 514 E. 6<sup>th</sup> Ave., Escondido \*NRHP Status Code \_\_\_\_\_  
 Page 1 of 1

B1. Historic Name: Webb House B2.  
Common Name: Same

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

\*B5. Architectural Style: Colonial Revival

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

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

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

**\*B8. Related Features:**  
None

**B9a. Architect:** Unknown

b. Builder: Unknown

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

<b>Period of Significance</b>	<u>1888-1920</u>	<b>Property Type</b>	Residential	<b>Applicable Criteria</b>	A, C
-------------------------------	------------------	----------------------	-------------	----------------------------	------

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

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

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

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

**\*B12. References:**

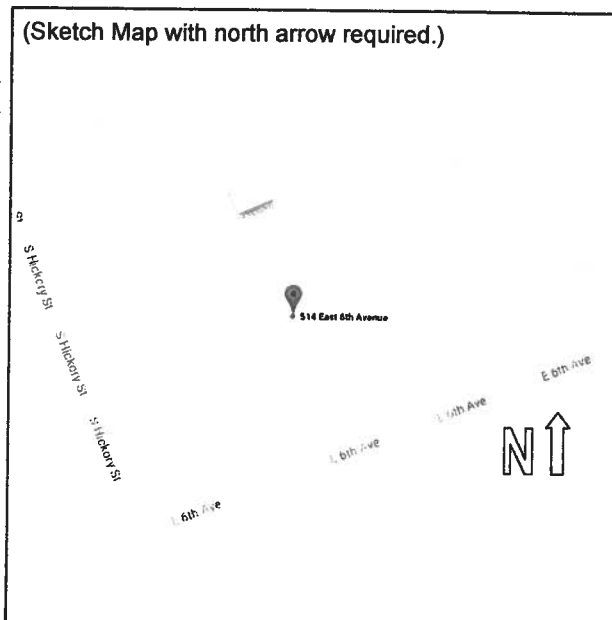
B13. Remarks:

There are no known threats to this property at this time.

\*B14. Evaluator: Carol Rea, amateur historian

**\*Date of Evaluation:** August 21, 2017

(Sketch Map with north arrow required.)



(This space reserved for official comments.)



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

**FOR INTERNAL USE ONLY**

Case No. \_\_\_\_\_  
Date Submitted: \_\_\_\_\_  
Project Planner: \_\_\_\_\_  
Fees: \_\_\_\_\_  
Receipt No.: \_\_\_\_\_

☐ Incomplete \_\_\_\_\_  
Date of Notice \_\_\_\_\_  
☐ Complete \_\_\_\_\_  
Date \_\_\_\_\_

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

**APPLICANT/CONTACT PERSON**

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

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

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

**SITE INFORMATION**

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

**LANDMARK/LOCAL REGISTER INFORMATION**

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

**POTENTIAL STRUCTURE/PROPERTY IMPROVEMENT TIMELINE:**

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

**PROPOSED IMPROVEMENTS**

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

# City of Escondido HISTORIC RESOURCES INVENTORY

## NOTIFICATION AND LOCATION

1. Historic Name

Ser.No.

Natl. Reg. Status

Local Designation

Local Ranking significant

2. Common or Current Name

3. Number & Street 514 E. Sixth Avenue

Cross-Corridor

City: Escondido Vicinity Only

Zip 92025 County: San Diego

4. UTM zone A E4932.40

B N36643.20

C Zone 11

D

5. Quad map No. Parcel No. 233-291-10

Other

## DESCRIPTION

6. Property Category

If district, number of documented resources

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

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

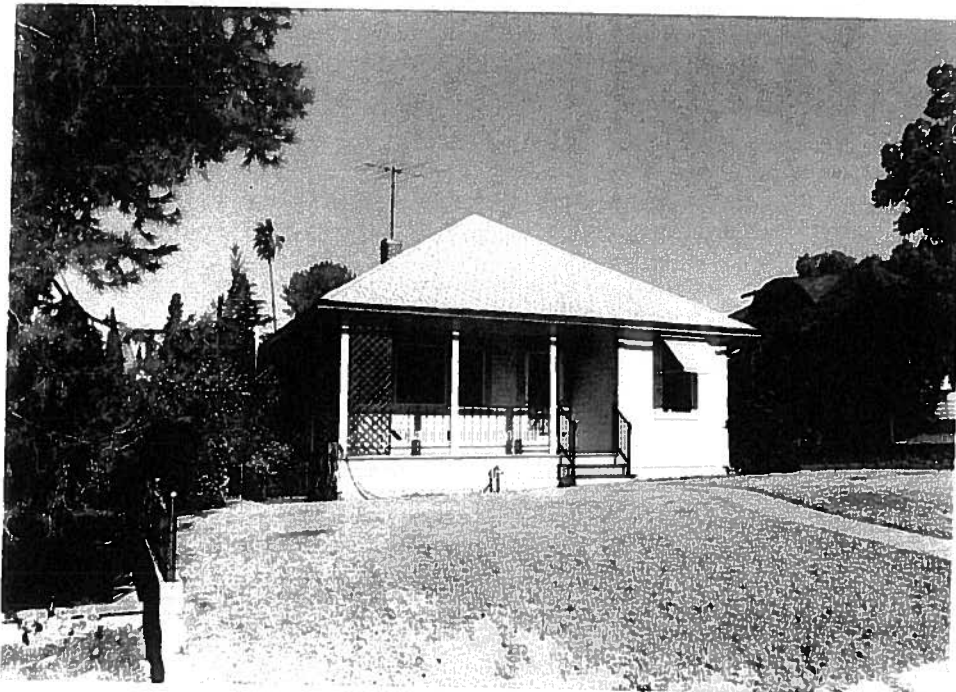
The architectural style is: Craftsman

The condition is: good

The related features are: matching garage

The surroundings are: residential

The boundaries are:



8. Planning Agency  
City of Escondido

9. Owner and Address  
Elmer L. Webb  
same

10. Type of Ownership private

11. Present Use residence

12. Zoning

13. Threats none known

## HISTORICAL INFORMATION

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

## SIGNIFICANCE AND EVALUATION

18. Context for Evaluation: Theme architecture      Area  
Period      Property Type      Context formally developed?
19. Briefly discuss the property's importance within the context. Use historical and architectural analysis as appropriate. Compare with similar properties.

This structure, while not being of great architectural or historic significance alone, may be a contributing building in the formation of an historic district.

## 20. Sources

Sanborn maps; local histories

## 21. Applicable National Register criteria

## 22. Other Recognition: State Landmark Number

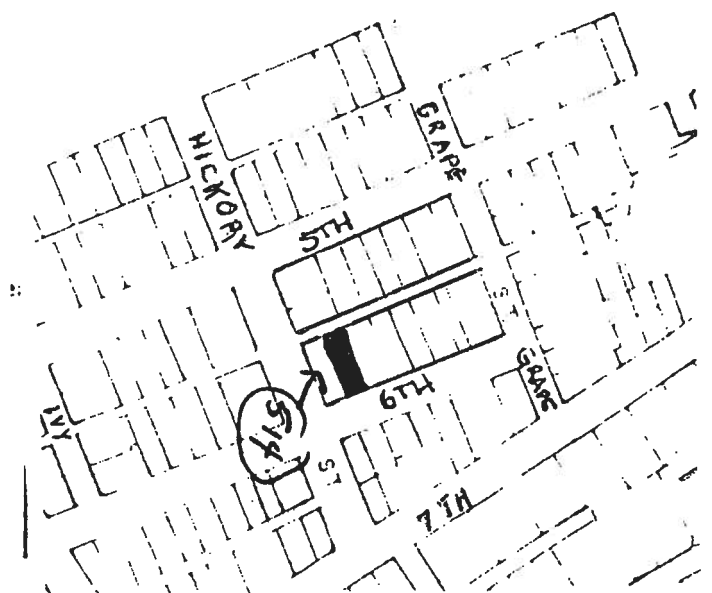
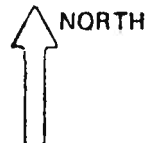
## 23. Evaluator Date of Evaluation 1990

## 24. Survey type

## 25. Survey name

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

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



**AND WHEN RECORDED MAIL TO:**

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

THIS SPACE FOR RECORDER'S USE ONLY

**HISTORIC PROPERTY PRESERVATION AGREEMENT**

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

**Recitals**

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

**Agreement**

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

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

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

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

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

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

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

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

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

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

SS \_\_\_\_\_ OWNERS' INITIALS

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

SS \_\_\_\_\_ OWNERS' INITIALS

4. Term of Agreement. This Agreement shall be effective and shall commence on January 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 OWNERS desire not to renew this Agreement, that party shall serve a written notice of nonrenewal on the other party. If the OWNERS elect to serve a notice of nonrenewal, the notice must be served on the CITY at least ninety (90) days prior to the RENEWAL DATE, otherwise one (1) additional year shall automatically be added to the term of this Agreement. Conversely, if the CITY elects to serve a notice of nonrenewal, the notice must be served on the OWNERS at least sixty (60) days prior to the RENEWAL DATE, otherwise one (1)

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

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

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

SS — OWNERS' INITIALS

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

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

SS — OWNERS' INITIALS

11. No Compensation. The OWNERS shall not receive any payment from the CITY in consideration for the obligations imposed under this Agreement. The parties recognize and agree that the consideration for the execution of this Agreement is the substantial public benefit to be derived therefrom and the advantage that will accrue to the OWNERS as a result of assessed value of the PROPERTY because of the restrictions this Agreement imposes on the use and preservation of the PROPERTY.

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

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

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

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

reservations, or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover its reasonable attorney's fees in addition to court costs and other relief ordered by the court.

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

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

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

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

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

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

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

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

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

OWNERS: [Insert Owners' Names & Mailing Addresses]

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

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

***(Remainder of page left intentionally blank.)***

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

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

**CITY OF ESCONDIDO**

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

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

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

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

**OWNERS**

Dated: August 22, 2017

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

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

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

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

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

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

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

APPROVED AS TO FORM:

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

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



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

### Notice of Exemption

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

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

**Project Title/Case No.:** HP 17-0008

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

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

**Description of Project:**

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

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

**Name of Persons or Agency Carrying Out Project:**

Name: Sharon Lee Sanders  
Address: 514 East 6<sup>th</sup> Avenue, Escondido, CA 92025

Telephone: (760) 807-7196

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

**Exempt Status:**

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

**Reasons why project is exempt:**

1. The project is within the R-1-6 zone and the U1 designation of the General Plan and no variances are required.
2. The project will be consistent with the Secretary of Interior's Standards for the Treatment of Historic Properties with guidelines for preserving, rehabilitating, restoring and reconstructing historic buildings.
3. The project will not be limited by the factors in section 15300.2 and will not adversely change the significance of a historical resource.

**Lead Agency Contact Person:** Paul K. Bingham

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

Signature: Paul K. Bingham  
Assistant Planner

September 11, 2017  
Date

☒ Signed by Lead Agency

Date received for filing at OPR:

☐ Signed by Applicant