CITY OF ESCONDIDO
Historic Preservation Commission and Staff Seating

CAROL REA
Chair

CAROL BREITENFELD
Commissioner

ERROL COWAN
Commissioner

SECRETARY
Commissioner

JAMES SPANN
Vice-Chair

MARC CORRELL
Commissioner

JESSE HANWIT
Commissioner

KIRSTEN PERAINO
Minutes Clerk

AGENDA

HISTORIC PRESERVATION COMMISSION
201 N. Broadway
City Hall Council Chambers

3:00 P.M.

SEPTEMBER 20, 2018

A. CALL TO ORDER
B. FLAG SALUTE
C. ROLL CALL
D. REVIEW OF MINUTES: JULY 19, 2018

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. **LOCAL REGISTER/ MILLS ACT – Case No. HP 18-0001:**

   REQUEST: Local Register & Mills Act for California Craftsman OEN residence
   ZONING/LOCATION: R-1-6 / 547 East 6th Avenue
   APPLICANTS: Tod D. & Donna J. Martin
   STAFF: Paul Bingham
   STAFF RECOMMENDATION: Approval

2. **LOCAL REGISTER/ MILLS ACT – Case No. HP 18-0002:**

   REQUEST: Local Register & Mills Act for Late Colonial Revival OEN residence
   ZONING/LOCATION: R-1-6 / 1102 South Juniper Street
   APPLICANTS: Nolan Hutton & Morgen Oelckers
   STAFF: Paul Bingham
   STAFF RECOMMENDATION: Approval

3. **LOCAL REGISTER/ MILLS ACT – Case No. HP 18-0003:**

   REQUEST: Local Register & Mills Act for Mid-Century Minimal Traditional OEN residence
   ZONING/LOCATION: R-1-6 / 329 East 7th Avenue
   APPLICANT: Douglas A. Newberry
   STAFF: Paul Bingham
   STAFF RECOMMENDATION: Approval

4. **DESIGN REVIEW – Case No. ADM 18-0161**

   REQUEST: Proposed Double Carport and Accessory Dwelling Unit Addition on OEN property
   ZONING/LOCATION: R-1-6/ 252 West 7th Avenue
   APPLICANT: Jane Hinshaw
   STAFF: Paul Bingham
   STAFF RECOMMENDATION: Conditional Approval

5. **DESIGN REVIEW – Case No. PHG 18-0025:**

   REQUEST: Proposed Bathroom Facility in Local Register Grape Day Park
   ZONING/LOCATION: Park View District of SPA-9 / 321 North Broadway
   APPLICANT: City of Escondido
   STAFF: Adam Finestone
   STAFF RECOMMENDATION: Approval

**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 ON NOVEMBER 15, 2018**
CITY OF ESCONDIDO

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

July 19, 2018

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

Commissioners present: Chair Rea, Vice-chair Spann, Commissioner Cowan, Commissioner Hanwit, Commissioner Purvis.

Commissioners absent: Commissioner Breitenfeld, Commissioner Correll.

Staff present: Adam Finestone, Principal Planner; Jay Paul, Senior Planner; Paul Bingham, Assistant Planner II; and Jasmin Perunovich, Assistant Planner I.

MINUTES:

Moved by Commissioner Cowan, seconded by Vice-chair Spann, to approve the minutes of the May 18, 2018 meeting. Motion carried unanimously.

WRITTEN COMMUNICATION:

Adam Finestone, Principal Planner, provided a handout regarding an upcoming public outreach campaign to solicit input on the City’s Climate Action Plan (CAP) update.

ORAL COMMUNICATION:

Adam Finestone, Principal Planner, requested, and expressed gratitude in-advance for patience dealing with a new audio recording system.

PUBLIC HEARINGS: None

CURRENT BUSINESS:
H.1 CONTINUED DESIGN REVIEW – Case No. PHG18-0013

REQUEST: Proposed renovations and new construction at the Historic Ritz Theater building and adjacent property

LOCATION: Downtown Specific Plan - Historic Downtown District / 301-309 East Grand Avenue

Adam Finestone, Principal Planner, introduced and identified the scope of the item.

Jay Paul, Senior Planner, presented the staff report using a PowerPoint presentation.

Tim Cruz, applicant, Plain Joe Studios, provided a PowerPoint presentation regarding design aspects of the proposed project.

ACTION: Commission provided direction to the applicant.

H.2 FUTURE MINUTES FORMAT

REQUEST: Receive information regarding format changes for future HPC minutes

STAFF: Adam Finestone, Principal Planner

STAFF RECOMMENDATION: None

Adam Finestone, Principal Planner, provided information on the format of future Commission minutes and stated that audio recordings of meetings would be available on the City’s website.

H.3 REPORT ON MARCH 23, 2018 OFFICE OF HISTORIC PRESERVATION SEMINAR

REQUEST: Presentation on Historic Preservation seminar

STAFF: Paul Bingham, Assistant Planner II

STAFF RECOMMENDATION: Receive presentation and discuss seminar
Paul Bingham, Assistant Planner II, provided a summary of the March 23, 2018, Historic Preservation Seminar. The Commission discussed the information presented.

I. **ORAL COMMUNICATION:** None

J. **COMMISSIONER COMMENTS:**

Chair Rea discussed the Explore Escondido app for smart phones and the Old Escondido walking tours. Chair Rea also informed the commission that she has resigned from the board of the Old Escondido Neighborhood Group.

**ADJOURNMENT:**

The meeting was adjourned at 5:22 PM

___________________  ____________  ________________
Adam Finestone, Principal Planner  Paul Bingham, Assistant Planner II
TO: Historic Preservation Commission  
FROM: Paul Bingham, Assistant Planner II  
REQUESTS: Residence addressed as 547 East 6th Avenue (case number HP18-0001)
   1. Local Register listing request,
   2. Mills Act contract request and
   3. Consideration of the proposed CEQA exemption

RECOMMENDATION: Forward recommendations of approval to the City Council

BACKGROUND:

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

Local Register of Historic Places Listing  
The City of Escondido’s zoning code Article 40 (Historical Resources), Section 33-794 identifies the process and criteria for listing historic structures on the City’s Local Register. Requests for listing on the Local Register require approval by the Historic Preservation Commission at a public meeting. The historic resource is evaluated against seven criteria and must meet at least two of the seven.

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

The subject property at 547 East 6th Avenue (APN 233-292-0800) and consists of a .282 acre through-lot which extends from 6th
Avenue to 7th Avenue. On the lot is a 2-story California Craftsman residence built circa 1910. The double attached garage to the east is an addition by the Gorbets, a family who owned the house after 1958. It has been recently expanded above and to the rear with a Second Dwelling Unit by the present owners. Included in the City’s 1990 Historic Survey, the historian at the time considered the house significant due to its large size and architectural detailing. The current owner desires to have the property included on the City’s Local Register and to enter into a Mills Act contract for its continued preservation.

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

Local Register of Historic Places Listing
This request by the current owners, Tod. D. & Donna J. Martin, is to consider placing this resource on the Local Register.

Staff believes that the subject 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 two story California Craftsman residence was built circa 1910 and is currently 108 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 the most prominent structures found within this elevated Old Escondido Historic District block of historic properties, several of which have already been listed on the City’s Local Register.

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

Respectfully Submitted,

Paul K. Bingham
Assistant Planner II
1. Rewiring of entire house. (completed)
2. Replumbing of entire house. (completed)
3. Replace house HVAC system. (completed)
4. Reroof all structures. (completed)
5. Relandscape entire yard. (completed)
6. Replace/repair existing sprinkler system. (completed)
7. Replace side yard patio. (completed)
8. Replace trellis patio cover. (completed)
9. Install new concrete replacement driveway. (completed)
10. Restore front porch. (completed)
11. Repair existing wood-framed windows and trim (completed)
12. Repaint all structures with period-appropriate colors (completed)
ESCONDIDO HISTORIC DESIGNATION APPLICATION

Applicant: Donna L. Tod Martin
Address: 547 E. 6th Ave
City/State/Zip: Escondido, CA 92025
Phone No.: (H) 714-745-0701 (W)

Present Property Owner: Donna L. Tod Martin
Address: 547 E. 6th Ave
City/State/Zip: Escondido, CA 92025
Phone No.: (H) 714-745-0701 (W)

Address of Site/Structure: 547 E. 6th Ave
Assessor Parcel No.: 2332920800

Present Land Use: residence
General Plan Designation: 
Tier/Neighborhood: 

Common Name/ 
Historic Name: 
Architectural Style: Craftsman
Zoning: residential
Related Case File: 

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

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

Applicant Signature (Date) Property Owner Signature (Date)
1. The home built in 1910 is craftsman style. One of the few that was built as a two story craftsman. It has high gabled roof with the typical craftsman columns and narrow clapboard siding. The windows are original wood sash and the front door is traditional and original wood with 4 small panes of beveled glass. The interior has original doors and knobs. It is significant with its craftsman detailing interior and exterior with a beautiful original leaded window in front. The property also has one or more of the oldest known Dracaena Dracos trees in the area on the front and rear of the land.

2. Yes, the Gorbets (previous owners) had added a garage and storage area to the left of the main house. We (the Martins and current owners) were approved in 2013 to tear down the storage area and add additional recreation and bedrooms as well as renovate the entire interior. In 2016 we were approved to make a small adjustment to area over the garage. The original windows, doors etc. are still in place and the character of the house is much as it was when it was built. The Dracaena Dracos trees believed to be over 100 years old are also still on the front and back of the property.

3. None known
RECORDING REQUESTED BY:
First American Title Company

MAIL TAX STATEMENT
AND WHEN RECORDED MAIL DOCUMENT TO:
Tod Martin
547 East 6th Ave.
Escondido, CA. 92025

A.P.N.: 233-292-08-00

GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX $0.00; CITY TRANSFER TAX $;
[ ] computed on the consideration or full value of property conveyed, OR
[ ] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
[ ] unincorporated area; [ x ] City of Escondido, and
[ x ] Exempt from transfer tax; Reason: Refinance Transaction

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Tod David Martin, a married man as his sole and separate property

hereby GRANT(s) to Tod David Martin and Donna J. Martin, husband and wife as joint tenants

the following described property in the City of Escondido, County of San Diego, State of California:

LOTS 6 AND 7, EXCEPTING FROM SAID LOT 7 THE EAST 10 FEET THEREOF IN BLOCK "I" OF
ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA,
ACCORDING TO MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER
OF SAN DIEGO COUNTY, JULY 10, 1886.

Mail Tax Statements To: SAME AS ABOVE
CHAIN OF TITLE

for

547 E 6th Avenue

Escondido, CA 92025

Welty – April 24, 1900
Marikle/Stearns – October 8, 1926
Lehman – May 29, 1943
Gorbet – March 13, 1958
Martin – September 12, 2013
State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
PRIMARY RECORD

P1. Other Identifier: ____________________________

P2. Location: ☐ Not for Publication ☐ Unrestricted
   a. County ________ San Diego ________ and (P2c, P2e, and P2b or P2d. Attach a Location Map as necessary.)
   b. USGS 7.5' Quad ________ Date __________ T ________ R ________ ¼ of ________ ¼ of Sec ________ B.M.
   c. Address ________ 547 E. 12th Avenue ________ City Escondido ________ Zip 92025
   d. UTM: (Give more than one for large and/or linear resources) Zone ________ mE/ ________ mN
   e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate) ____________________________

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

P3b. Resource Attributes: (List attributes and codes) ____________________________

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
1910 according to the
Historic Resources Inventory
of Escondido

P7. Owner and Address: Ted Deno, Moten
547 E. 12th Ave.
Escondido, CA 92025

P8. Recorded by:
(Name, affiliation, and address)
Donald A. Cotton Associates
111 Spring St. Claremont, CA

P9. Date Recorded: 1983

P10. Survey Type: (Describe) ____________________________

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): ____________________________

DPR 523A (1/95) -8-
State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
BUILDING, STRUCTURE, AND OBJECT RECORD

B1. Historic Name: ____________________________
B2. Common Name: ____________________________
B3. Original Use: residence
B4. Present Use: residence
B5. Architectural Style: Craftsman
B6. Construction History: (Construction date, alterations, and date of alterations)

B7. Moved? ☑ No ☐ Yes ☐ Unknown Date: ______________ Original Location: ______________________

B8. Related Features:

B9a. Architect: unknown
b. Builder: unknown

B10. Significance: Theme: residential architecture
      Area: Escondido Historic District
      Period of Significance: ____________________________
      Property Type: residential
      Applicable Criteria: ____________________________
      (Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.)

      This is a fully-typical California Craftsman home, it is significant because of the fine quality of the detailing. Front porch spanning the entire front of the house with Craftsman columns, narrow clapboard siding. The property also has what is believed to be one of the oldest Dracaena draco (Dragon Tree) in Escondido. Over 100 years old.

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

B12. References:
      - City of Escondido Historic Resources Inventory.
      - Mother's Day Tour brochure 2015

B13. Remarks:

B14. Evaluator:

Date of Evaluation: ____________________________

(This space reserved for official comments)

Sketch Map with north arrow required.
March 5, 1991

Dear Property Owner:

The purpose of this notice is to inform you that your property is listed on the City of Escondido's Historic Sites Survey. The City Council recently directed staff to provide this informational notice in light of the fact that the inclusion on this list affects your ability to modify and/or demolish your structure.

The Escondido Historic Sites Survey identifies and documents all structures that are fifty years and older, and describes their architectural and historic significance. The resources on the survey are also placed in categories, depending on their historic significance. In order of significance, there are five categories: Landmark, Individually Significant, Significant, Contributor, and Non-Contributor. Your structure is categorized as Individually Significant.

Article 1078-A (Historic Structures) of the Escondido Zoning Code regulates the procedures for demolition and restoration of historic structures. Specifically, the ordinance establishes a procedure for demolishing structures and demolition fees that range from $15.75 to $22.50 per square foot of gross building area, depending on the categorization (reference Section 1078-A.10). Fees collected from the demolition fund a Historical Incentive Program that helps restore historic structures as specified in Section 1078-A.12 of the ordinance.

It should be noted that these fees are currently being evaluated and you will be notified of any public hearing that considers these fees.

A copy of the ordinance is attached for your convenience. The Planning Department also has "A Guide to Historic Preservation" available for the purchase price of $3.00.

If you have any questions regarding this notice, please contact Peggy Gentry in the Planning Department at (619) 741-4671.

Sincerely,

CHARLES D. GRIMM
Director of Planning and Building

CDG:DMS:mfh
DEAR PROPERTY OWNER:

The City of Escondido has compiled a survey of historic buildings and sites. We are pleased that your property is considered one of these valuable structures. The City Council has directed the Planning and Housing Departments to prepare a brief survey regarding existing and future programs for owners of such properties. The ultimate purpose of this survey is to help develop a better understanding of the role that the City's housing and historic preservation programs may have for owners of historic properties. By completing the enclosed brief survey, you would help us to improve our understanding of the needs, interests and demands for current and potential new programs.

We would appreciate your taking a few minutes to complete the survey and returning it to the Housing Division by September 2, 1991. A preaddressed, stamped envelope is enclosed for your convenience.

If you have any questions regarding the survey, please contact Peggy Gentry in the Planning Department at 741-4671.

THE INFORMATION YOU PROVIDE TO US WILL BE KEPT CONFIDENTIAL. Thank you for your participation.

Sincerely,

[Signature]

DAWN SUITTS
Principal Planner

[Signature]

SUSAN WURTZEL
Housing Program Coordinator

PLW0816-10

Enclosures
City of Escondido
HISTORIC RESOURCES INVENTORY

NOTIFICATION AND LOCATION
1. Historic Name

2. Common or Current Name
   3. Number & Street 547 E. Sixth Avenue

   City: Escondido Vicinity Only  Zip 92025  County: San Diego

4. UTM zone A E4933.10  B N36543.00  C Zone 11  D
5. Quad map No. Parcel No. 233-202-06

DESCRIPTION
6. Property Category

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

A high gabled roof dominates this well maintained Craftsman house with a large shed-style (east to west) and features 3 double-hung wood sash windows in the ends. The dormer features 2 double-hung wood sash windows. The recessed front porch is centered with the original Craftsman-style front door featuring 4 narrow, vertical panes of beveled glass. A picture window with transom and a set of three double-hung windows face onto the front porch. Square concrete porch piers are used in each side of the concrete steps. The west end of the porch is enclosed with a wood-sided wall that features two wood-sashed windows.

There is a large pepper tree and a palm behind the house. Two large shed-style dormers are placed in the back above the shed-style back porch.

The matching garage attached to the east side is a newer addition.

The architectural style is: Craftsman

The condition is: excellent

The related features are: matching garage attached--newer

The surroundings are: residential

The boundaries are:

8. Planning Agency
   City of Escondido

9. Owner and Address
   John G. & Florence V. Gerber
   San Diego

10. Type of Ownership private

11. Present Use residence

12. Zoning

13. Threats none known
HISTORICAL INFORMATION

14. Construction Date(s) c1910

Original location unknown

Date moved

5. Alterations & date attached garage

16. Architect unknown

Builder unknown

17. Historic attributes (with number from list)

SIGNIFICANCE AND EVALUATION

18. Context for Evaluation: Theme architecture

Period

Property Type

Area

Context formally developed?

19. Briefly discuss the property’s importance within the context. Use historical and architectural analysis as appropriate. Compare with similar properties.

This house is significant because of its architectural features.

0. 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
APPLICANT/CONTACT PERSON

Name (Print): Donna Martin
Address: 547 E. 6th Ave
City, State, Zip: Escondido, CA 92025
Phone: 714-745-0701
Fax: __________
E-mail: donnajfitzgerald@yahoo.com
Signature: __________

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

Name (Print): Tod & Donna Martin
Address: 547 E. 6th Ave
City, State, Zip: Escondido, CA 92025
Phone: 714-745-0701
Fax: __________
E-mail: donnajfitzgerald@yahoo.com
Signature: __________
(authorizing applicant to submit application)

SITE INFORMATION

Property Address: 547 E. 6th Avenue
Assessor's Parcel Number: 2332920800
Historic Name: Tod and Donna Martin

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

The house was completely renovated on the interior and exterior in 2014. New landscaping was also installed. Future improvements will include maintenance of existing house and yard. Trees and plants will be trimmed as required and sprinklers will be repaired as required. The exterior will be painted as required. There are no physical alterations to the house being proposed.
Signatures. Applicant and property owner signature lines must be signed, even if the applicant and property owner are the same. The signature of the architect and/or engineer is also required if drawings are submitted by professional architects and/or engineers.

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

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

Applicant: ___________________________ Date: ________________

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

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

Property Owner: ___________________________ Date: ________________

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: ________________
HISTORIC PROPERTY PRESERVATION AGREEMENT

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

Recitals

1. WHEREAS, the OWNER possesses and owns real property located within the City of Escondido, which property is more fully described in Attachment “A” to this Agreement (hereinafter “the PROPERTY”); and

2. WHEREAS, the PROPERTY is a qualified historical property in that it is privately owned, it is not exempt from property taxation, and it is listed in the Local Register of Historic Places; and

3. WHEREAS, both the CITY and the OWNER desire to carry out the purposes of Article 12 (commencing with section 50280) of Chapter 1 of Part 1 of Division 1 of Title 5 of the California Government Code and Article 1.9 (commencing with section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code; and

4. WHEREAS, both the CITY and the OWNER desire to limit the use of the PROPERTY and to preserve the PROPERTY so as to retain its characteristics as a property of cultural, architectural, and historical significance.

Agreement

NOW THEREFORE, both the CITY and the OWNER, in consideration of the mutual promises, covenants, and conditions contained herein and the substantial public benefits to be derived therefrom, do hereby agree as follows:
1. **Applicability of Government Code and Revenue and Taxation Code.** This Agreement is made pursuant to Article 12 (commencing with section 50280) of Chapter 1 of Part 1 of Division 1 of Title 5 of the California Government Code and Article 1.9 (commencing with section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code and is subject to all of the provisions of these statutes.

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

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

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

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

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

   d. If a code enforcement action has been instituted by the CITY, the CITY may request, and the OWNER shall submit within thirty (30) days, documentation of expenditures incurred and work performed by the OWNER within the last 24 months to accomplish items from the list of scheduled improvements for the PROPERTY as set forth in Attachment B of this Historic Property Preservation (Mills Act) Agreement. If the OWNER performs work on
the PROPERTY, rather than contracting with a third-party, the value of his/her labor shall be calculated at the market rate for such work performed. The OWNER shall be in substantial compliance with the scheduled improvements set forth in Attachment B when the expenditures incurred and work performed to accomplish the improvements are equal to or greater than the OWNER'S annual property tax savings for the last 24 months, as determined by the CITY, based upon the County Tax Assessor's valuation of the PROPERTY using the process set forth in Article 1.9 (commencing with section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

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

OWNER'S INITIALS

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

OWNER'S INITIALS

4. Term of Agreement. This Agreement shall be effective and shall commence on January 1st of the year following the successful recorcdation of this document by the County Recorder's Office and shall remain in effect for a period of ten (10) years thereafter.

5. Automatic Renewal. On the tenth (10th) anniversary of this Agreement and on each successive anniversary date (hereinafter referred to as "the RENEWAL DATE"), one (1) year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is given as provided in Paragraph 6 below.

6. Notice of Nonrenewal. If, in any year, either the CITY or the OWNER desires not to renew this Agreement, that party shall serve a written notice of nonrenewal on the other party. If the OWNER elects to serve a notice of nonrenewal, the notice must be served on the CITY at least ninety (90) days prior to the RENEWAL DATE, otherwise one (1) additional year shall automatically be added to the term of this Agreement. Conversely, if the CITY elects to serve a notice of nonrenewal, the notice must be served on the OWNER at least sixty (60) days prior to the RENEWAL DATE, otherwise one (1) additional year shall
automatically be added to the term of this Agreement. The CITY may issue a notice of nonrenewal if the CITY determines improvements, maintenance, rehabilitation, renovation, and/or restoration of the PROPERTY is required for the PROPERTY'S continued eligibility as a qualified historic property. Upon receipt by the OWNER of a notice of nonrenewal from the CITY, the OWNER may make a written protest of the nonrenewal. The CITY may, at any time prior to the RENEWAL DATE, withdraw its notice of nonrenewal.

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

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

OWNER'S INITIALS

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

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

OWNER'S INITIALS

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

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

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

a. any accident, injury to or death of a person, loss of or damage to property incurring in or about the PROPERTY;

b. the use or occupancy of the PROPERTY by the OWNER, their agents or invitees;

c. the condition of the PROPERTY;

d. any construction or other work undertaken by the OWNER of the PROPERTY.

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

OWNER’S INITIALS

Revised 9/16/09
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]

Revised 9/16/09

-24-
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: ____________________________

Revised 9/16/09
TO: Historic Preservation Commission

FROM: Paul Bingham, Assistant Planner II

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

RECOMMENDATION: Forward recommendations of approval to the City Council

BACKGROUND:

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

Local Register of Historic Places Listing
The City of Escondido's zoning code Article 40 (Historical Resources), Section 33-794 identifies the process and criteria for listing historic structures on the City's Local Register. Requests for listing on the Local Register require approval by the Historic Preservation Commission at a public meeting. The historic resource is evaluated against seven criteria and must meet at least two of the seven.

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

The subject property at 1102 South Juniper Street (APN 233-580-4800) consists of .182 acre with a 1910 single story Late Colonial Revival residence with clapboard siding and a gable roof. The front porch is offset and has a hip roof. The detached 2-car garage and attached workshop with a corrugated metal roof
was built in the backyard in 1953. Though the main house has kept all of its original wood-framed windows, two small shed-roof style additions in the back with siding to match the house, have aluminum and vinyl windows. Included in the City’s 1990 Historic Survey, the historian at the time considered the main 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 owners, Nolan Hutton and Morgen Oelckers, is to consider placing this resource on the Local Register.

The property meets the following three 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 Late Colonial Revival residence was built in 1910 and is currently over 108 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 South Juniper Street which are either in the City’s Historic Survey or have already been listed on the City’s Local Register.

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

This residence is one of a few remaining examples of Late Colonial Revival architecture in the City.

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: 1102 South Juniper Street  
Property Owners: Nolan Hutton & Morgen Oelckers

1. Tent home to eliminate termite infestation (completed)
2. Treat soil around rear deck to eliminate subterranean termites (completed)
3. Replace decking (completed)
4. Repair hole in roof above dining room (completed)
5. Reroof entire house (completed)
6. Scrape repaint entire house, including siding, doors and windows (completed)
7. Replace water heater (flagged as unsafe by SDG&E) with a new tankless system (completed)
8. Install rain gutters to protect foundation (planned)
9. Repair/replace front fence damage (planned)
10. Repaint garage (planned)
11. Install concrete footing under bathroom to support original post on dirt (planned)
12. Replace furnace (planned)
IDENTIFICATION AND LOCATION
1. Historic Name
2. Common or Current Name
3. Number & Street 1102 South Juniper Street
4. UTM zone A E4923.70 B N26637.30 C Zone 11 D
5. Quad map No. Parcel No. 222-520-48 Other

City of Escondido Vicinity Only Zip 92025 County: San Diego

DESRIPTION
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.

Medium-width clapboards sheath this rectangular, single-story house. The gable runs front (west) to back and has exposed beam ends along the sides (sometimes covered by gutters). An offset hipped roof porch has two tapered wooden posts trimmed on molding. The frieze across the front of the porch has arched corners. A pair of double-hung wood-sash windows are placed beside the centered front door with a single double-hung wood-sash window on the north end. Another pair of double-hung wood-sash windows is used on the south facade near the front facade with a single window in the center. The south facade also contains a shed-style addition with clapboard siding and aluminum windows. The porch and foundation are concrete.

The architectural style is: Late Colonial Revival
The condition is: good
The related features are: tin roofed vertical board garage directly behind house
The surroundings are: residential, densely built-up
The boundaries are:

8. Planning Agency City of Escondido
9. Owner and Address Dean and Helen C. Ramsay same

10. Type of Ownership private
11. Present Use residence
12. Zoning
13. Threats none known

-4-
APPLICANT/CONTACT PERSON

Name (Print): Nolan Hutton & Morgen Oelckers
Address: 1102 S. Junipero Street
City, State, Zip: Escondido, California 92025
Phone: 619-309-8627 or 619-888-7481
Fax: N/A
E-mail: morgenoeckers@gmail.com (Morgen)
Signature: [Signature]

SITE INFORMATION

Property Address: 1102 S. Junipero Street
Assessor’s Parcel Number: 233-580-48-00
Historic Name: [Name]

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

Name (Print): Nolan Hutton & Morgen Oelckers
Address: 1102 S. Junipero Street
City, State, Zip: Escondido, California 92025
Phone: 619-309-8627 or 619-888-7481
Fax: N/A
E-mail: nonolalan@hotmail.com (Nolan)
Signature: [Signature] (authorizing applicant to submit application)

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

- Install new rain gutters to protect foundation and original clapboard wood siding
- Paint garage
- Repair/treat termite damage on front fence
- Replace missing closet doors in both bedrooms (trying to match original doors in home)
- Replace furnace
- Install crown molding inside home

EX323 (Rev. 1/08)
State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
PRIMARY RECORD

Page 1 of 3  *Resource Name or #: (Assigned by recorder) 1102 S. Juniper St. 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 _____; _____ ¼ of _____ Sec; ______ B.M.

*c. Address: 1102 S. Juniper Street City: Escondido Zip: 92025

*d. UTM: (Give more than one for large and/or linear resources) Zone 11 ______ mE/ _____ mN

*e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate) Parcel No: 233-580-48-00

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

Medium-width clapboard sheath this rectangular, single-story house. The gable runs front (west) to back. An offset hipped roof porch has two wooden posts trimmed in molding. The frieze across the front of the porch has arched corners. A pair of double-hung wood-sash windows are placed beside the centered front door with a single double-hung wood-sash window on the north end. Another pair of double-hung windows is used on the south facade near the front facade w/ single double-hung window in the center. The south-facade also contains a shed-style addition with clapboard siding and aluminum windows.

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:

P5b. Description of Photo:
(view, date, accession #) __________ front view of home
September 7, 2018

P6. Date Constructed/Age and Source:
☑ Historic ☐ Prehistoric ☐ Both
Built c. 1910

P7. Owner and Address:
Nolan Hutton & Morgen Celckers 1102 S. Juniper Street Escondido, California 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): ____________________________

DPR 523A (1/95)  -6-  *Required information
State of California – The Resources Agency  
DEPARTMENT OF PARKS AND RECREATION  
BUILDING, STRUCTURE, AND OBJECT RECORD  

*NRHP Status Code

<table>
<thead>
<tr>
<th>Page 2 of 3</th>
<th>Resource Name or #: (Assigned by recorder)</th>
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<tbody>
<tr>
<td>B1. Historic Name:</td>
<td></td>
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<td>B2. Common Name:</td>
<td></td>
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<td>B3. Original Use: Residential</td>
<td></td>
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<tr>
<td>B4. Present Use: Residential</td>
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<tr>
<td>B5. Architectural Style: Late Colonial Revival</td>
<td></td>
</tr>
<tr>
<td>B6. Construction History: (Construction date, alterations, and date of alterations)</td>
<td></td>
</tr>
</tbody>
</table>

Built c.1910. Original clapboard siding is intact. All 9 original double-hung wooden windows are intact. There is a shed-style addition with clapboard siding and aluminum windows on the south facade of the home. There is a shed-style addition at rear of the home with 2 aluminum windows and 2 vinyl windows. Has original hardwood floors, doors & door knobs. 2-car garage & workshop in backyard (record of permit 1953).

<table>
<thead>
<tr>
<th>B7. Moved?</th>
<th>Yes</th>
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<tr>
<td>B8. Related Features:</td>
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There is a two car garage attached to a workshop with an old corrugated metal roof in the backyard of the home. The garage has an old door on the West side of it. The workshop (possibly original to the home) has a door which has been replaced by previous owners. There is record of a permit for the garage which was applied for and finalized in 1953.


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

| Period of Significance: 1868-1920 | Property Type: Residential |

(Applicable Criteria:

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

The Escondido Town & Land 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. The Hooper House (two blocks away) and Beach House (700 S. Juniper) from the late 1800s are also on S. Juniper Street as well as other homes close in age and in a similar style to 1102 S. Juniper St.

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

| B12. References: |

| B13. Remarks: |

| B14. Evaluator: |

| Date of Evaluation: (This space reserved for official comments) |

DPR 523B (1/95)
GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX $423.50; CITY TRANSFER TAX $;

[ X ] computed on the consideration or full value of property conveyed, OR
[ ] computed on the consideration or full value less of liens and/or encumbrances remaining at time of sale,
[ ] unincorporated area; [ X ] City of Escondido, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Roland Christopher Tactay, a
married man as his sole and separate property (who acquired title as an unmarried man)

hereby GRANTS to Nolan L. Hutton and Morgen Oelckers, husband and wife as community property
with right of survivorship

the following described property in the City of Escondido, County of San Diego, State of California:

Exhibit "A" attached hereto and made a part hereof

Mail Tax Statements To: SAME AS ABOVE
A.P.N.: 233-580-48-00

File No.: ESC-5549784 (JJ)

GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX $423.50; CITY TRANSFER TAX $;

[ ] computed on the consideration or full value of property conveyed, OR
[ ] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
[ ] unincorporated area; [ X ] City of Escondido, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Roland Christopher Tactay, a married man as his sole and separate property (who acquired title as an unmarried man)

hereby GRANTS to Nolan L. Hutton and Morgen Oelckers, husband and wife as community property with right of survivorship

the following described property in the City of Escondido, County of San Diego, State of California:

Exhibit "A" attached hereto and made a part hereof

Mail Tax Statements To: SAME AS ABOVE
Grant Deed - continued

A.P.N.: 233-580-48-00

Dated: September 22, 2017
Roland Christopher Tactay

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CA SS

COUNTY OF San Diego SS

On 9-27-17 before me, Lindsey Johansen, Notary Public, personally appeared Roland Christopher Tactay who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

This area for official notarial seal.

LINDSEY JOHANSEN
Commission # 2126574
Notary Public - California
San Diego County
My Comm. Expires Oct 10, 2019
EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 233-580-48

THE NORTHWERTERLY 60.00 FEET OF THAT PORTION OF LOT 1 IN BLOCK 307 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JANUARY 10, 1886, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWERTERLY LINE OF SAID LOT 1, DISTANT THEREON 404.10 FEET NORTHWESTERLY FROM THE INTERSECTION OF THE WEST LINE OF CHESTNUT STREET WITH THE NORTHEAST LINE OF JUNIPER STREET; THENCE NORTHWERTERLY ALONG THE SOUTHWERTERLY LINE OF SAID LOT 1, A DISTANCE OF 107.50 FEET; THENCE NORTHEASTERLY AT RIGHT ANGLES TO SAID SOUTHWERTERLY LINE OF SAID LOT 1, A DISTANCE OF 130.00 FEET; THENCE SOUTHEASTERLY PARALLEL WITH THE SOUTHWERTERLY LINE OF SAID LOT 1, A DISTANCE OF 107.50 FEET TO THE SOUTHEASTERLY LINE OF LAND DESCRIBED IN DEED TO EARL P. SCHNACK, ET UX, RECORDED NOVEMBER 1, 1927 IN BOOK 1268, PAGE 329 OF DEEDS; THENCE SOUTHWERTERLY ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 130.00 FEET TO THE POINT OF BEGINNING.
### Residential Building Record

**Address:** 1102 S. Juniper

**Parcel:** 233-580-91-48

#### Description of Building

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<th>Class &amp; Shape</th>
<th>Construction</th>
<th>Structural</th>
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<th>Roof</th>
<th>Lighting</th>
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#### Plumbing

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#### Construction Record

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#### Special Features

- Book Cases
- Shutters
- Oven & Plate
- Venetian Blinds
- Dishwasher

#### Appraiser & Date

- 924 D 5/ A
- Date: 8-24-77
- 22.619 Add
- Date: 4-16-80

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#### Normal % Good

- 9967: 10.562%
- 36: 100%

#### A.G.L.N.D

- 7567: 7393
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**COMPUTATIONS**

Remarks:

C ADD FOR IN 2ND RATE PER OWNER 20-7-58
HISTORICAL INFORMATION

14. Construction Date(s) c1910 Original location unknown Date moved

15. Alterations & date addition with aluminum windows to south side

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 1980

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):
Chain of Title for
1102 South Juniper Street
Escondido 92025
Hutton House

October 10, 2017 – present
Nolan L. Hutton and Morgen Oelckers

December 17, 2010 – October 10, 2017
Rolan Tactay

August 25, 1994 – December 17, 2010
Jim and Kim Sellars

March 25, 1994 – August 25, 1994
David Sonn

June 15, 1972 – March 25, 1994
Dean Ramsey and Helen O. Ramsey

June 27, 1969 – June 15, 1972
Morris Harry Peltz and Toby Salz

August 1, 1968 – June 27, 1969
Leona M. Weber

January 24, 1968 – August 1, 1968
Irene I. Strange

Irene I. Strange and Loraine C. East

Year ???? - January 16, 1968
Earl P. Schnack and Lena Schnack
Great! Thank you for following up. My dad went to the San Diego Recorder's Office on Pacific Highway yesterday but was unable to find anything more enlightening than the deed from when Earl P. Schnack and Lena I. Schnack sold our house to Irene Strange and Loraine C. East in 1968. Looking closely at the legal description (see photo attached, you also have a copy) it looks like Earl P. Schnack bought a large piece of land on January 10, 1886, subdivided our piece of the lot on November 1, 1927 (as stated in the second paragraph of the legal description) and sold our house to Irene Strange in January 1968. Our lot appears to be a subdivision of the land that went with the Hooper House at 1006 S. Juniper St. (built in 1886, same date specified in first paragraph of the legal description for our lot).
TO: Historic Preservation Commission
FROM: Paul Bingham, Assistant Planner II
REQUESTS: Residence addressed as 329 East 7th Avenue (case number HP18-0003)
1. Local Register listing request,
2. Mills Act contract request and
3. Consideration of the proposed CEQA exemption

RECOMMENDATION: Forward recommendations of approval to the City Council

BACKGROUND:

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

Local Register of Historic Places Listing
The City of Escondido’s zoning code Article 40 (Historical Resources), Section 33-794 identifies the process and criteria for listing historic structures on the City’s Local Register. Requests for listing on the Local Register require approval by the Historic Preservation Commission at a public meeting. The historic resource is evaluated against seven criteria and must meet at least two of the seven.

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

The subject property at 329 East 7th Avenue (APN 233-410-0200) consists of
0.154 acre with a one story 918 SF Minimal Traditional Mid-Century residence built as part of the City’s Stanley Heights subdivision in 1951. While the roof is covered in composition shingles, the subject dwelling is clad on all sides by wood shake singles. The original metal-framed windows have all been replaced by wood-framed windows. A local contractor Burton E. Leonard was the original owner and built the house. 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, Douglas A. Newberry, 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 Minimal Traditional Mid-Century dwelling was built in 1951 and is currently 67 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 built by local contractor Burton E. Leonard is one of a group of Mid-Century homes that are part of Escondido’s Stanley Heights subdivision.

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,

[Signature]

Paul K. Bingham
Assistant Planner II
Mills Act Application
List of Improvements

Property Address: 329 East 7th Avenue
Property Owner: Douglas A. Newberry

1. Replace wood shake roof with composite roofing (completed)
2. Repair drain/sewer system (completed)
3. Replace malfunctioning furnace with split system (completed)
4. Repair/fill openings in walls from former air conditioning (completed)
5. Divert sprinkler system away from house to prevent damage (completed)
6. Install rain gutters on garages (completed)
7. Repair/repaint house as needed (planned)
8. Replace water heater (planned)
9. Install rain gutters on house to divert water away from foundation (planned)
10. Trim back oak branches as needed to prevent roof damage (planned)
Leonard House

329 E. 7th Ave., Escondido, CA 92025

P2. Location: □ Not for Publication □ X Unrestricted
   a. County  San Diego and (P2c, P2e, and P2b or P2d. Attach a Location Map as necessary.)
   b. USGS 7.5' Quad  Escondido  Date  2016 T __ R __ 00 00 00 00
   c. Address  329 E. 7th Ave.  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, decimal degrees, etc., as appropriate)
      Latitude 33.1777, longitude -117.0741. APN 233-410-02-00. Legal: Lot 21 of Stanley Heights Addition to Escondido, in
      the City of Escondido, County of San Diego, State of California, according to Map thereof No. 245 filed in the office of the
      County Recorder of San Diego County March 7, 1887. Old Escondido Neighborhood Historic District.

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

The Leonard House District is a pleasant single-story residence built in 1951 in the Minimal Traditional style by owner-contractor
Burton Elias Leonard in the Stanley Heights Subdivision of Escondido. The 6,700-square-foot lot is located on the south side of 7th
Avenue, one double-lot east of Juniper Street. The 918-square-foot wood-framed house stands high off the street, beyond a retaining
wall built in 1952 and a more recently built picket fence, much of the front yard shaded by a magnificent old oak tree. The
two-bedroom, 1-1/2-bathroom house has a low-pitched off-set cross-gabled roof, the front gable section extending along the east side
of the structure, and stands on a concrete foundation. All gable peaks feature vents with vertical narrow wooden slats, alternating
wider with narrower ones; bargeboards finish all gables, and all eaves are enclosed. The roof is covered in composite shingles.
A wide chimney extends through the roof just southwest of the center. (Continued on page 2)
North Elevation: The front of the house faces south and features a front porch area that had an aluminum cover erected in 1953 but was replaced by a wooden roof and posts in 2002. Shaded by the porch roof is the slab front door and to the right of it, two narrow fixed windows flank a fixed larger center window, centered between the door and the corner. At the same time that the porch roof was redone in wood, the deteriorating faux shingles, which had replaced the original wood shake siding prior to 1997, were replaced by wood shake shingles once again, covering all exterior walls, all the way around the house.

West Elevation: The west side of the house features three windows; closest to the front, another large stationary window with single side casement on the right, and two smaller square fixed windows spaced evenly along the rest of the way. The entire side is wood shingled and the roof angle changes toward the rear to accommodate a small rear addition. The side gable peak, like the front gable, is also vented with alternating wider and narrower vertical slats.

(Continued on next page)
South Elevation: The back of the house features two gables extending out on either side; the left one, windowless, housing the laundry closet. Most of the former rear patio was enclosed in 1953, leaving a small area entered from the house through dual single-paned French doors that match the originals, still in place between the living room and former patio area. The original east extension, has a large fixed window facing the back yard.

East Elevation: The east side of the house has a larger dual casement window toward the rear and two smaller evenly spaced windows, the center one casement style and the one toward the front, fixed.
While a City of Escondido building permit indicates that one or more aluminum windows received a final inspection in 1954, all windows are now wood-framed and it is difficult to tell which may not be original. Ancillary structures include two garages and an enclosed car port to the rear of the property, accessed from the alley. The first cement block garage and carport were built in 1952, the oversized garage on the west side added by second owner, Charles Griffiths, in 1972. An ornate picket fence and gate were added along the front retaining wall circa 2000.

On the double lot to the west stands the Beach House, an 1886 Queen Victorian on the Local and National Register and to the west stands a hipped-roof colonial revival home, likely dating to the very early 1900s. Other houses along this block are diverse in style and range from the late 1880s to several other mid-century homes. Nearby, on 8th Avenue east of Hickory, both sides of an entire block of mid-century homes stand in tribute to the era.

The Leonard house is currently in very good condition. It was included as one of five homes on the 2011 Old Escondido Mothers Day Home Tour.
B1. Historic Name: Leonard House
B2. Common Name: Leonard House
B3. Original Use: Residence
B4. Present Use: Residence

*B5. Architectural Style: Minimal Traditional

*B6. Construction History: (Construction date, alterations, and date of alterations)
Built by owner/contractor Burton Elias Leonard in 1951. The concrete front porch was poured and aluminum awning installed in 1953, the awning replaced by a wooden roof and posts around the year 2000. Wood shake siding may have been replaced by faux shake siding of undetermined type at some point but true wood shake siding was reapplyed around the year 2000. A wood shake roof replaced the original composite shingles at some point, but composite replaced the wood shakes in 2018. One or more aluminum windows were installed in 1953 but replaced with quality wood windows of the same style and size at an unknown point in time. The back porch was enclosed at an unknown time

*B7. Moved? X No □ Yes □ Unknown Date: __________ Original Location: __________

*B8. Related Features: The front retaining wall was built in 1952. The same year, a cement block garage and “open port” at the rear of the property were built, both accessing from the alley. An additional, much larger garage was added to the west side of the carport by second owner, Charles Griffiths, another home construction contractor, soon after purchase in 1972.


*B10. Significance: Theme Residential Architecture Area Central Escondido, Old Escondido Historic District
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 1946-1969 were 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 when a man first landed on the moon. 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 time in Escondido 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 (Continued on page 6)

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


B13. Remarks: The property is zoned R-1-6 and falls within two Special Districts, the Central/Tier 1 and Old Escondido Neighborhood Overlay. Located within the Old Escondido Historic District offers a level of protection; no threats to the property are known at this time.

*B14. Evaluator: Carol Rea, 420 E. 7th Ave., Escondido 92025
*Date of Evaluation: August 22, 2018

(This space reserved for official comments.)
new building methods and materials like aluminum porch covers and windows became popular quickly.

Booming aptly describes Escondido after the war and into the early 1950s when the Leonard House was built. The same year that the Leonard House was built, Felicita Elementary School was opened to accommodate the increasing number of families. Coincidentally, the man who became Felicita’s first principal, George Greenough, would build a house on the corner lot at the other end of the block from the Leonard House in 1953. Greenough would later become Deputy Superintendent for the Escondido Elementary School District before retiring after 33 years in education. The city of Escondido only reached from 15th Avenue on the south side to Grant, now Mission, on the north, and from Vine Street on the west to Ash on the east but the new freeway, 395, from San Diego to Escondido, had just been completed. A newly opened A&P Supermarket stood nearby on Grand at east of Juniper. A 100-foot flagpole that had established the center of town at Grand and Broadway since 1927, had become rusted and was required to be taken down just a year before the Leonard House was built. The new Palomar Hospital had just opened its doors on East Grand Avenue and the new Sears store opened in a new building on South Broadway where the old hospital had been located in a large brick structure that had housed an egg and poultry business. A new drive-in theater opened around that time, as did a roller skating rink, the “Ups-n-Downs.”

In 1951, Burton H. and Ivy A. Leonard were living at 331 E. 7th Ave., while completing the construction of their home at what is now 329 E. 7th. Burton was 79 years old and Ivy was 57. Burton had emigrated to the U.S. from Canada and married Ivy in 1923 in Seattle, Washington, where they were living at the time. In 1926, he successfully applied for U.S. citizenship. In 1932, Burton was the secretary-treasurer manager of a dance hall, a position he retained until at least 1940 and Ivy was a cashier there at some point in time. Coincidentally, Ivy had been married previously to another non-citizen, John Watson, who was also Canadian. They married in 1914, a year after Watson immigrated and he submitted his naturalization papers in 1920. Their marriage was apparently short-lived and Watson married again in 1930, that time remaining married until he died in 1968. Burton and Ivy lived in their New home at 329 E. 7th for the rest of their lives. Burton passed away in their home in 1969, at age 97, and Ivy passed away three years later in 1972, at age 79. After Ivy’s death, the home and its contents were sold to Charles H. and Grace I. Griffiths.

Charles Henry Griffiths was born in England and immigrated to the U.S. with his seven siblings in 1908 – at the tender age of two – aboard the SS Philadelphia. The family lived in New York for a time where Charles’ father, William, worked for Kodak Works, operating a film machine. In 1926, Charles married Grace. From at least 1935 until at least 1940, they lived in Concord, California; Charles was a foreman in a steel plant, probably in nearby Pittsburg. In 1972, they purchased the Leonard home and both lived there until they passed away, he at the age of 86 at Palomar Hospital in 1992 and she in 1995. Charles’ obituary mentioned that he had been a custom home builder for 40 years. They are buried side-by-side at Oak Hill Memorial Park in Escondido. Richard C. Willhite would buy the property next, in 1997, only owning it for two years before selling it to Harry G. and Letitia Parashis.

Harry Parashis was an art collector who had purchased the Beach House, next door, in 1998 and one year later, with his wife, Letitia, bought the Leonard House. Harry would invest heavily in restoring the Beach House, choosing the finest wallpapers, window and floor coverings, and the best craftsmen to do the work. He would also invest in the Leonard House, returning it to its original glory, as well, eventually renting it to a high-end painting contractor who would provide his services as needed on the Beach House. The Parashises sold the Beach House in 2016 and the Leonard House the next year to Douglas A. Newberry.

Douglas Newberry, a former dentist turned electrician, now retired, owns and lives in another historic home in the Old Escondido Historic District, on 6th Avenue. He restores and owns several Model Ts and other vintage automobiles that he enjoys driving around the historic district.
### Description of Building

- **Class & Shape**: Light x Frame
- **Construction**: Stucco on
- **Roof**: Flat Pitch
- **Lighting**: Wired
- **Air Conditioner**: Heating/Cooling
- **Rooms**: B 1 Z
- **Floors**: Material: Grade
- **Floor Finish**: Trim
- **Interior Finish**: Walls: Ceiling

### Construction Record

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### Bath Detail

- **Finish**: Pl GL I / Mt. G / Splash / T
- **Fixtures**: C P L / M B / T

### Special Features

- **Book Cases**: Built-in Reg.
- **Shutters**: Oven & Plate
- **Vent Fan**: Dishwasher

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### Total

- **Normal % Good**: 87.9%
- **R. C. N. D.**: 12871
This informational product is being furnished free of charge as a customer service by Orange Coast Title Company (OCT) in conformance with the rules established by the California Department of Insurance. The information contained herein as well as any accompanying documents is not a full representation of the status of title to the property in question. The issuance of this information does not constitute a contract to issue a policy of title insurance on these same terms, neither express or implied. While the information contained herein is believed to be accurate, no liability is assumed by OCT either in contract, tort or otherwise for any error or omission contained herein and this information may not be relied upon in the acquisition or in any loan made on property by the recipient of this information without the issuance of a policy of title insurance.
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.

OWNERS’ INITIALS

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

OWNERS’ INITIALS

4. **Term of Agreement.** This Agreement shall be effective and shall commence on January 1st of the year following the successful recordation of this document by the County Recorder’s Office and shall remain in effect for a period of ten (10) years thereafter.

5. **Automatic Renewal.** On the tenth (10th) anniversary of this Agreement and on each successive anniversary date (hereinafter referred to as “the RENEWAL DATE”), one (1) year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is given as provided in Paragraph 6 below.

6. **Notice of Nonrenewal.** If, in any year, either the CITY or the OWNERS desire not to renew this Agreement, that party shall serve a written notice of nonrenewal on the other party. If the OWNERS elect to serve a notice of nonrenewal, the notice must be served on the CITY at least ninety (90) days prior to the RENEWAL DATE, otherwise one (1) additional year shall automatically be added to the term of this Agreement. Conversely, if the CITY elects to serve a notice of nonrenewal, the notice must be served on the OWNERS at least sixty (60) days prior to the RENEWAL DATE, otherwise one (1)
additional year shall automatically be added to the term of this Agreement. The CITY may issue a notice of nonrenewal if the CITY determines improvements, maintenance, rehabilitation, renovation, and/or restoration of the PROPERTY is required for the PROPERTY'S continued eligibility as a qualified historic property. Upon receipt by the OWNERS of a notice of nonrenewal from the CITY, the OWNERS may make a written protest of the nonrenewal. The CITY may, at any time prior to the RENEWAL DATE, withdraw its notice of nonrenewal.

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

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

OWNERS' INITIALS

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

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

OWNERS' INITIALS

-16-
11. No Compensation. The OWNERS shall not receive any payment from the CITY in consideration for the obligations imposed under this Agreement. The parties recognize and agree that the consideration for the execution of this Agreement is the substantial public benefit to be derived therefrom and the advantage that will accrue to the OWNERS as a result of assessed value of the PROPERTY because of the restrictions this Agreement imposes on the use and preservation of the PROPERTY.

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

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

a. any accident, injury to or death of a person, loss of or damage to property incurring in or about the PROPERTY;

b. the use or occupancy of the PROPERTY by the OWNERS,

their agents or invitees;

c. the condition of the PROPERTY;

d. any construction or other work undertaken by the OWNERS of the PROPERTY.

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

OWNERS’ INITIALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*(Remainder of page left intentionally blank.)*
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: 8/29/18  
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: ____________________
329 E. 7th Ave.

Leonard House 1951

Few details are known at this time about this charming ranch house located high above the south side of 7th Avenue in what was once known as "Stanley Heights." The house was built in 1951 by owner/contractor Bertrand Leonard.

The two-bedroom, one-and-a-half bath home has a distinctive flagstone fireplace located in the L-shaped combination living and dining room. What was at one time a patio was enclosed at some point to enlarge the kitchen area and the laundry closet added as well.

The main bathroom, located in the hallway between the two bedrooms features original classic gray and burgundy tile and a swivel compartment for storing a glass and toothbrushes.

A magnificent oak towers over the front yard; shading a lovely seating area for relaxing privately while keeping an eye on activities up and down the street.

Shingles were added to the exterior several years ago and the charming fence was designed and built by the same craftsman who worked on the grand Beach House next door.
Minimal Traditional is a style of architecture that emerged in mid 20th
century America as a vernacular form that incorporates influences from earlier
styles such as American Colonial, Colonial Revival, Spanish Revival, Tudor
Revival, and American Craftsman while adhering to modern architecture's
avoidance of ornament.[1][2]

The Minimal Traditional style evolved during the 1930s and was a dominant
style in domestic architecture until the Ranch-style house emerged in the early
1950s.[1][2] Descending in part from the bungalows, cottages, and foursquare
houses of the early 20th century, Minimal Traditional houses represent a
"stripped-down version of the historic-eclectic styles popular in the 1920s".[3]
They are usually detached single-family houses that are on the smaller side and
retain simplified versions of the built-in cabinets that were popular features of
the Craftsman era.[1][4] Typical features include hipped or gabled roofs without
much in the way of eaves; cladding in locally popular materials such as wood,
brick or stone; small porches; and an asymmetrical design with the front door
set off center.[1]

The Minimal Traditional house "fulfilled aesthetic and social needs for
affordable single-family housing" and was used by the Federal Housing
Administration as a prototype for a "minimum house that the majority of
American wage earners could afford".[3]

Minimal Traditional houses have been tagged with some other names: FHA
house, Depression-era cottage, Victory cottage, and American small house.[4]

See also

Traditionalist School (architecture)

References

1. "Minimal Traditional Architecture" (http://www.antiquehome.org/Architectur
al-Style/minimal-traditional.htm). Antique Home website.
   Department of Natural Resources, Historic Preservation Division. (Slideshow/PDF.)
EXHIBIT "A"

THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 21 OF STANLEY HEIGHTS ADDITION TO ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 245, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 7, 1897.

ASSESSOR'S PARCEL NUMBER: 233-410-02-00
ESCONDIDO HISTORIC DESIGNATION APPLICATION

(Check one) ☐ Historic Landmark ☑ Local Register

Mills Act

Applicant: Douglas A. Newberry
Address: 528 E. 6th Ave.
City/State/Zip: Escondido, CA 92025
Phone No.: (H) 760-519-9967 (W)

Present Property Owner: Douglas A. Newberry
Address: 528 E. 6th Ave.
City/State/Zip: Escondido, CA 92025
Phone No.: (H) 760-519-9967 (W)

Address of Site/Structure: 329 E. 7th Ave.
Assessor Parcel No.: 233-410-02-00

Common Name/ Historic Name: Leonard House
Architectural Style: Minimal Traditional

Present Land Use: Residential
General Plan Designation: U-1
Tier/Neighborhood: Central Tier 1/OEN Historic Dist.

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)

Applicant Signature __________________________ (Date) __________________________

Property Owner Signature __________________________ (Date) __________________________

EX306 (Rev. 3/04)
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).

The Leonard House was built in 1951, during Escondido's great building boom that followed World War II. The period brought innovative architectural design to the town, including the Minimal Traditional style. Sitting high above 7th Ave., the house is one of a variety of historic homes that line both sides of the block, dating from the late 1880s to other mid-century homes. While the structure is not necessarily unique, it is a contributor to the Old Escondido Historic District where it is located and fits with numerous other mid-century homes and is in sound condition.

No persons of significance are connected to the home, other than the second owner, Charles Griffiths, who "had been a custom home builder for 40 years" and more recent owners, Harry and Letitia Parashis, who also owned the Beach House next door. The Parashises restored the Beach House, transforming it to a showpiece it remains today, the "crown jewel" of Old Escondido.

2. Has the site or structure been altered in any way from its original design? Explain.

The structure has been altered since it was originally built, some features added or replaced by the original owner/builder, others by later owners. Early alterations include adding a concrete porch covered by an aluminum patio cover in front (1953) and enclosing the rear patio as well as adding a laundry closet to the rear. More recent alterations include replacing the aluminum patio cover in front with wood roof and posts. The original wood shake exterior siding may have been replaced with metal or other material prior to 1976, but it was returned to wood shake circa 2000.

3. Are there any known threats to the site or structure? (i.e., private development, zoning, vandalism, public works, structural damage, etc.)

There are no known threats to this property at this time.
ESCONDIDO HISTORIC DESIGNATION APPLICATION
SUBMITTAL REQUIREMENTS:

Applicant: Douglas A. Newberry
Historic Name of Property: Leonard House
Address: 329 E. 7th Ave., Escondido, CA 92025

Complete legal description of property:
Lot 21 of Stanley Heights Addition to Escondido, in the City of Escondido, County of San Diego, State of California, according to Map thereof No. 245 filed in the office of the County Recorder of San Diego County March 7, 1887.
APN: 233-410-02-00

List of past and present occupants/owners:
Burton Elias and Ivy A. Leonard
Charles H. and Grace I. Griffiths
Richard C. Willhite
Harry G. and Letitia Parashis
Douglas A. Newberry

Site plan:
Photos of exterior of structure/site: See following pages

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

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

Chain of Title:

1951: Burton Elias and Ivy A. Leonard
1972: Charles H. and Grace I. Griffiths
1997: Richard C. Willhite
1999: Harry G. and Letitia Parashis
2017: Douglas A. Newberry

State of California Department of Parks and Recreation Forms 523a & b:

Attached
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

APPLICANT/CONTACT PERSON

Name (Print): Douglas A. Newberry
Address: 528 E. 6th Ave.
City, State, Zip: Escondido, CA 92025
Phone: 760-519-9967
Fax: ______________________
E-mail: dougnewb@msn.com
Signature: ______________________

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

Name (Print): Douglas A. Newberry
Address: 528 E. 6th Ave.
City, State, Zip: Escondido, CA 92025
Phone: 760-519-9967
Fax: ______________________
E-mail: dougnewb@msn.com
Signature: ______________________
( authorizing applicant to submit application)

SITE INFORMATION

Property Address: 329 E. 7th Ave., Escondido
Assessor’s Parcel Number: 233-410-02-00
Historic Name: Leonard 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

Replace wood shake roof with composite roofing (completed)
Install gutters on house to divert rain water
Repair drain/sewer system (completed)
Install gutters on garages (completed)
Re-paint as needed
Trim Oak tree branches away from roof as needed
Replace malfunctioning furnace with split system (completed)
Repair/finish openings in walls accommodating former air conditioning (completed)
Replace water heater
Divert sprinkler system away from house to prevent damage (completed)
TO: Historic Preservation Commission

FROM: Adam Finestone, Principal Planner

PROJECT: PHG18-0025 – Grape Day Park Restroom

LOCATION: 321 N. Broadway

APPLICANT: City of Escondido

PROJECT DESCRIPTION: The project involves the replacement of the existing restroom structure at Grape Day Park with a new restroom designed to meet Crime Prevention through Environmental Design (CEPTED) standards. The floorplan of the new building is designed to minimize hiding spaces while still providing privacy and accessibility for park users. The architecture is designed to blend with adjacent City Hall buildings while drawing on the Grape Day Park theme with large sliding doors that allow the covered area to be fully secured after park hours.

The existing restroom has become a significant law enforcement concern due to criminal activity in and around it. The new restroom is proposed to be located approximately 300-feet south of the current restroom. The draft Master Plan for Grape Day Park envisioned replacement at the current location; however, the proposed location is recommended because it allows for better visibility around the building and separation from the playground areas, while conveniently located for park users. Upon completion of the new restroom building, the existing building will be demolished, and hydro-seeded to blend with the adjacent grass.

DESIGN REVIEW: Design review of this project by the Historic Preservation Commission (HPC) is required because Grape Day Park is identified as an historic landmark on the City’s Local Register of Historic Places. The existing restroom itself is not identified as an historic resource.

The purpose of today’s item is to provide information and guidance regarding the proposed restroom replacement as it relates to the historic context of Grape Day Park. After finalizing the project design, a CEQA Categorical Exemption 15303 – New Construction or Conversion of Small Structures with be filed.

Respectfully Submitted,

Adam Finestone, AICP
Principal Planner

[Signature]

Julie Procopio, P.E.
Director of Engineering Services / City Engineer

Exhibits:
A Restroom Elevations
B Restroom Floorplan
C Restroom Location Map