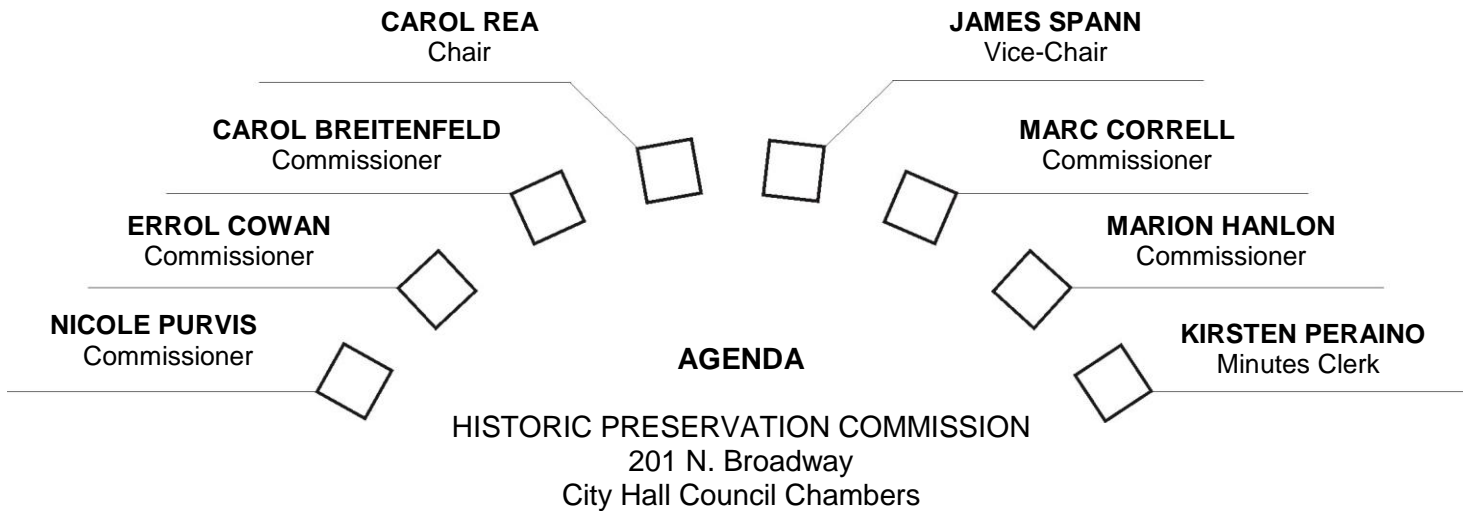


CITY OF ESCONDIDO

Historic Preservation Commission and Staff Seating



3:00 p.m.

November 21, 2019

- A. CALL TO ORDER**
- B. FLAG SALUTE**
- C. ROLL CALL**
- D. REVIEW OF MINUTES:** [September 19, 2019](#)

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

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

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

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

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

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

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

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

E. WRITTEN COMMUNICATION:

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

F. ORAL COMMUNICATION:

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

G. PUBLIC HEARINGS: None

H. CURRENT BUSINESS:

1. MILLS ACT - Case No. HP 19-0002:

REQUEST: Mills Act request for 1915 California Craftsman
ZONING/LOCATION: R-1-6 / 153 East 6th Avenue
APPLICANT: Lori Hatley
STAFF: Paul Bingham, Assistant Planner II
STAFF RECOMMENDATION: Approval

2. DISCUSSION ITEM – Downtown Specific Plan:

REQUEST: Receive information on the Downtown Specific Plan Design Review Process
ZONING/LOCATION: SP (Downtown Specific Plan)
STAFF: Adam Finestone, Principal Planner

3. DISCUSSION ITEM – Mills Act Visits:

REQUEST: Receive information regarding Mills Act visits
STAFF: Adam Finestone, Principal Planner

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 JANUARY 16, 2020

CITY OF ESCONDIDO

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

September 19, 2019

The regular meeting of the Historic Preservation Commission was called to order at 3:02 p.m. by Chair Rea in Council Chambers, 201 North Broadway, Escondido, California.

Commissioners present: Carol Rea, Chair; Carol Breitenfeld, Commissioner; Marc Correll, Commissioner; Errol Cowan, Commissioner; and Nicole Purvis, Commissioner.

Commissioners absent: James Spann, Vice-Chair and Marion Hanlon, Commissioner.

Staff present: Adam Finestone, Principal Planner; Paul Bingham, Assistant Planner II; and Kirsten Peraino, Minutes Clerk.

MINUTES:

Moved by Commissioner Cowan, seconded by Commissioner Correll, to approve the minutes of the May 16, 2019, meeting. Motion carried 5-0 (Spann and Hanlon absent).

WRITTEN COMMUNICATION: None.

ORAL COMMUNICATION: None.

PUBLIC HEARINGS: None.

CURRENT BUSINESS:

1. MILLS ACT - Case No. HP 19-0002

REQUEST: Mills Act request for 1915 California Craftsman

ZONING/LOCATION: R-1-6 /153 East 6th Avenue

STAFF RECOMMENDATION: Approval

COMMISSION ACTION: Moved by Commissioner Purvis, seconded by Commissioner Rea to continue to a future HPC meeting with direction to staff to work with the applicant to provide additional and complete project information. Motion carried 5-0 (Spann and Hanlon absent).

2. MILLS ACT – Case No. HP 19-0003

REQUEST: Mills Act request for 1915 California Bungalow

ZONING/LOCATION: R-1-6 / 134 West 6th Avenue

STAFF RECOMMENDATION: Approval

COMMISSION ACTION: Moved by Commissioner Purvis, seconded by Commissioner Correll to approve staff's recommendation with the condition that already-completed improvements be removed from the proposed list. Motion carried 5-0 (Spann and Hanlon absent)

3. DISCUSSION ITEM – Proposed Downtown Project: Aspire - Case No. PHG 19-0014

REPORT BY: Master and Precise Development Plan for new mixed-use project

ZONING/LOCATION: SP (Downtown Specific Plan, Historic Downtown District / 137 W. Valley Parkway

PUBLIC SPEAKERS:

Patricia Borchmann questioned whether this was the right location for the proposed project.

Delores McQuiston raised infrastructure concerns

ACTION: Commissioners discussed proposed project and provided input to staff.

4. DEMONSTRATION – Property Records on City GIS Software

STAFF: Adam Finestone, Principal Planner

ORAL COMMUNICATION: None.

COMMISSIONER COMMENTS:

Commissioner Purvis stated that the Southwest Information Center (SWIC) needed our historic survey pages online.

Commissioner Correll asked if staff can prohibit inclusion of completed work in Mills Act improvements list.

Commissioner Rea inquired about HPC conducting Mills Act visits.

ADJOURNMENT:

The meeting was adjourned at 4:46 p.m. until the next regularly scheduled HPC Meeting on November 21, 2019.

Kirsten Peraino, *Administrative
Coordinator* Minutes Clerk

Adam Finestone, *Principal Planner*
Witness

HISTORIC PRESERVATION COMMISSION

Agenda Item No.: H.1
Date: November 21, 2019

TO: Historic Preservation Commission

FROM: Paul Bingham, Assistant Planner II

REQUESTS: Residence addressed as 153 East 6th Avenue (case number HP19-0002)

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

RECOMMENDATION: Forward recommendation of approval to the City Council

BACKGROUND:

City of Escondido Historical/Cultural Resources Survey

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

Local Register of Historic Places Listing

The subject property was approved for listing on the City's Local Register on May 5, 1992.

Mills Act Contract and Property Applying

The Mills Act is a state law that enables owners of designated historic properties to enter into a preservation contract with their local legislative body and receive a substantial reduction in the property taxes. One of the incentives for the preservation of historic and/or cultural resources, approved in 1989, allows property owners of designated historic resources to enter into a Mills Act contract with the City. Article 40 of the Escondido Zoning Code authorizes the property owner to apply for a Mills Act contract if the resource has been listed as a Local Register property. The current owner is requesting to enter into a Mills Act contract.



The subject property is located within the City's Old Escondido Neighborhood historic district, addressed as 153 East 6th Avenue (APN 233-262-06-00). It consists of .15 acre with a one-story Craftsman residence built circa 1915. The structure's exterior is clad in a unique pattern of alternating thin and wide rows of wooden shingles, pairs of beams project from double porch columns and a low, flat gable facing the street

all give the structure a decidedly Oriental look. At the time the property was evaluated in the City's 1990 historic survey, the historian considered the house significant. A double garage covered in Board and Batten siding is located at the rear of the property and its pair of single bay doors face the alley. While old, the garage was likely built or moved onto the site sometime after the main house. No permit record was found to establish its exact age. The current owner desires to enter into a Mills Act contract for this property's continued preservation. The owner is proposing as part of the contract to do important repairs. (See attached list of improvements.)

ANALYSIS

Escondido Historical/Cultural Resources Report

Since purchasing the property on June 7, 2019, the owner has completed the installation of new house wiring, a new electric panel and is currently replacing the house's plumbing. The applicant is requesting a Mills Act contract in order to help offset some of the costs associated with planned future restoration and repair work. The owner has conducted the required historic research and data collection, including providing the requested chain of title, and has submitted the information in the required format on State Department of Parks and Recreation forms (see attached). The applicant has also provided supplemental information as requested by the HPC on September 19, 2019, and staff feels this is adequate for the purpose of determining the appropriateness of recommending Mills Act approval. A copy of the staff report from the September 19, 2019 meeting is attached to this report for reference.

Requirement for Listing on a Register of Historic Places

Because this resource was previously placed on the City's Local Register, this requirement has been satisfied.

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 structures 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.

Mills Act Application List of Improvements

Property Address: 153 East 6th Avenue
Property Owner: Lorene I. Hatley

1. Repair dry rotted and damaged wood on garage
2. Restore/repair two original barn door style garage doors and original rolling hardware and tracks
3. Repaint main house with period-appropriate colors
4. Install new gate in rear fencing to allow original direct access to current garage
5. Restore/repair east side garage "man door"
6. Restore/repair original garage windows
7. Replace sprinklers with drip and install drought tolerant native plants in yard
8. Restore/repair existing French door so it can be opened properly
9. Replace rolled roofing over front porch of the main house
10. Replace rolled roofing over rear portion of the main house
11. Install period appropriate front door screen



RECEIVED

OCT 28 2019

City of Escondido Planning Division

CITY OF ESCONDIDO

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

HISTORIC PROPERTY PRESERVATION (MILLS ACT) APPLICATION AND AGREEMENT

FOR INTERNAL USE ONLY	
Case No.	HPA-0002
Date Submitted:	10/28/19
Project Planner:	P.B.
Fees:	NA
Receipt No.:	NA
<input type="checkbox"/> Incomplete	Date of Notice
<input type="checkbox"/> Complete	Date

APPLICANT/CONTACT PERSON

Name (Print): Lori Hatley (Lorene)
Address: 2418 Stevens Pl
City, State, Zip: Escondido, CA 92027
Phone: 760 679-6376
Fax: _____
E-mail: backinout@hotmail.com
Signature: _____

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

Name (Print): Lorene Hatley
Address: 2418 Stevens Pl
City, State, Zip: Escondido, CA 92027
Phone: 760 679-6376
Fax: _____
E-mail: backinout@hotmail.com
Signature: _____
(authorizing applicant to submit application)

SITE INFORMATION

Property Address: 153 E. 6th Av Escondido CA 92025
Assessor's Parcel Number: 233-262-06-00
Historic Name: Kemper House

LANDMARK/LOCAL REGISTER INFORMATION

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

POTENTIAL STRUCTURE/PROPERTY IMPROVEMENT TIMELINE:

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

PROPOSED IMPROVEMENTS

- 1) Repaint house 2) Installation of period-correct front door screen 3) Replacement of rolled-roofing over front porch
- 4) Replacement of rolled-roofing over rear of home, the portion with the less pitched roof line over the master bath, laundry and sunroom. 5) install new gate in rear fencing to allow direct access to current garage 6) Repair dry rot and damaged wood to garage 6) Restore/repair 2 original barn door style garage doors and original rolling hardware and curving tracks for easier access into garage spaces 7) Restore/repair east side garage "man door" 8) restore/repair original garage windows 9) installation of drip system for drought tolerant, native plant species in both the front and back
- 10) Restore french door leading into dining room so it can open and close properly

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: Loren J. Hartley

Date: 10-28-19

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: Loren J. Hartley

Date: 10-28-19

Architect/Engineer

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

Architect: _____

Date: _____

Engineer: _____

Date: _____

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

Primary # _____
HRI # _____
Trinomial _____
NRHP Status Code _____

Other Listings _____
Review Code _____ Reviewer _____ Date _____

Page 1 of 11 *Resource Name or #: (Assigned by recorder) Parcel #233-262-06-00

P1. Other Identifier: Kemper House

*P2. Location: ☐ Not for Publication ☒ Unrestricted

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

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

c. Address 153 E. 6th Avenue City Escondido Zip 92025

d. UTM: (Give more than one for large and/or linear resources) Zone 11, 4928 mE/ 3664 mN

e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate) See attached continuation page 3

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

The Kemper House is an excellent example of the California Bungalow style prevalent in the 1915-1920's era, retaining many of its original elements. Typical of the Craftsman Bungalow style, the home has a simple design, is functional and easy to care for, with a low pitch roof line and was built by the owner, Francis Kemper, which is typical of the Craftsman era. The home is one-story, basically square in shape, and has several casement windows with original glass (see supplement for further details). The home has a low, wide porch. The gable facing front has oriental overtones with pairs of beams (continued pg 3)

*P3b. Resource Attributes: (List attributes and codes) HP-2 Single Family Residence

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



P5b. Description of Photo:
(view, date, accession #) Front of building, North elevation, facing South, October 2019

*P6. Date Constructed/Age and Source:

☒ Historic ☐ Prehistoric ☐ Both
1915

*P7. Owner and Address: Lorene

Hatley, 2418 Stevens Pl, Escondido, CA
92027

*P8. Recorded by:

(Name, affiliation, and address)
Lorene Hatley, 2418 Stevens Pl, Escondido,
CA 92027

*P9. Date Recorded: July 8, 2019

*P10. Survey Type: (Describe) Reconnaissance for Mills Act nomination

*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): List of deeded owners, legal description, residential building record

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

Primary # _____

HRI # _____

*NRHP Status Code _____

Page 2 of 11 *Resource Name or #: (Assigned by recorder) _____

B1. Historic Name: Kemper House

B2. Common Name: Kemper House

B3. Original Use: Residence

B4. Present Use: Residence

*B5. Architectural Style: California Bungalow

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

This structure was built in 1915 by Francis M. Kemper. The front of the home is relatively unaltered. Originally, the home was a 2 bedroom, 1 bath home with a kitchen, living room, and dining area. At an unknown date, a master bath and laundry room was added to the rear of the home. According to the San Diego County Residential building record, a sunroom, located east of the laundry room, was added 9/24/2003.

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

*B8. Related Features:

There is an approx 18x18' garage built in the back yard contemporaneous with the home (County records show the garage on the plot map in 1927 and on the Residential Building Record). Unlike the home, the garage has vertical wood siding with 3 inch verticle trim pieces every 12 inches. The roof was originally wood shake, but is now asphalt shingle. There are two skylights, added at an unknown date. (see attached pg 3)

B9a. Architect: unk b. Builder: Francis M. Kemper

*B10. Significance: Theme Residential Architecture Area: Central Escondido, Old Esc Historic District

Period of Significance: calif bungalow c1915 Property Type: single family home Applicable Criteria: _____

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

The Craftsman Bungalow was a popular style of home between 1890 and 1940. The homes had a simple design, were functional, easy to care for, and affordable to an ever growing population in need of housing. Before WWI, a bungalow could be built for as little as \$900, although the price rose to around \$3,500 after the war. Bungalow designs were spread by the practice of building from mail-order plans available from catalogs, the most popular of which was the Sears Roebuck catalogs. The kits contained pre-cut lumber and the materials necessary to build a simple, functional home. There is a possibility the Kemper home could be from a kit, but this cannot be verified. The Residential Building Record from the County of San Diego is "retroactive" to the property, starting in 1964, and working both backwards and forwards. Of interest, the home directly adjacent and to the East of the Kemper home (161 E 6th, Shriver House), was built in 1916 by Francis M. Kemper. Francis Kemper lived in the Shriver home until 1921 when it was sold to Edith Shriver. Mr. Kemper, (see attached contuation pg 4)

B11. Additional Resource Attributes: (List attributes and codes) HP5

*B12. References:

City of Escondido Historic Resources Inventory, Assessor/Recorder
County of San Diego, Escondido Directories 1910-1930,
Ancestry.com, findagrave.com, billiongraves.com, freshhome

B13. Remarks:

This property is zoned R-1. It falls within the Old Escondido Historic District. Its location within the historic district offers a level of protection and preservation. No threats are known at this time.

*B14. Evaluator:

Lori Hatley, 2418 Stevens Pl, Escondido, CA 92027

*Date of Evaluation: October 24, 2019

(This space reserved for official comments)



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

Primary # _____
HRI # _____
Trinomial _____

Page 3 of 11 *Resource Name or #: (Assigned by recorder)

153 E. 6th Ave, Escondido, CA 92025

Recorded by: Lorene Hatley

Date: 7-8-19

☒ Continuation ☐ Update

Continued from pg 1, P2e, Other Locational Data:

Lot 10 of block 120 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. APN: 233-262-06-00

Continued from pg 1, P3a, Description: projecting horizontally from the facade to the front of its porch. These are supported by another beam supported by double columns. The 7000 sq ft lot is located on the South side of E. 6th Ave, one home west of Kalmia St, and is slightly elevated above street level. The 1184 sq ft wood-framed home has a concrete foundation and a composite shingle roof. Rolled roofing is located over the front porch and rear of the home over the master bath, laundry, and sunroom, which are later additions to the home. Of particular interest, the entire home is covered with an interesting repeating pattern of 6x16 cedar shingles in a three layer lap pattern. This is original to the home, and indicative of the Craftsman period. The front and rear yards have drought tolerant landscaping, replacing the 1980's lawn. In particular, several plant species native to S. California are located in the front yard, including Manzanita. A concrete walkway leads from the sidewalk to the house.

North Elevation: The front of the house faces north and features 6 fairly steep stairs leading to an elevated porch, with architectural details previously discussed. On the left side of the porch, there is a 6 paned picture window with 5 smaller wood framed panes above the larger pane, all with original "wavey" glass. On the right side of the porch, there is a casement window with 6 panes, 4 smaller wood framed panes above 2 larger panes, again with original glass. The front door is original to the home, and also has oriental overtones, with 4 beveled windows located in the center of the top half of the door. The interior of the door appears to have some original lockset hardware. The front of the home including porch is covered by the layered wood shingles.

East Elevation: The East side of the home, beginning at the north side, has a small 5ft x 7ft elevated concrete foundation patio with 2 verticle beams supporting a wood patio cover with 1x1 wood slats. Two doors lead out to the patio, the first being a pair of 12 paned french doors leading from the living room, the second a single 12 paned french door leading from the dining area. There is a 6 paned casement window in the dining area with 4 smaller wood framed panes and 2 larger panes, with original glass. This is followed by the sunroom, which has 3 windows at this location. The wood shingles cover the side of the home with the exception of the sunroom. Under the roof line, there are verticle wood slats which allow for "natural" attic venting and the roof line projects out with the dining area/sunroom at this location. There is a small screen access point to the crawl space beneath the home.

South Elevation: The back of the house is a series of additions to the home. Beginning on the west side, There is the Master bath addition. It has a pair of side-by-side casement windows with 3 panes each, 2 smaller wood panes on top of a larger pane. The windows, although not original, match the overall theme/look of the home. Next, the laundry room has the only sash window of the home. This is followed by the sunroom which contains two windows, followed by a door, followed by two more windows.

West Elevation: The West side of the home, beginning at the north side, has three windows. The first is the front bedroom window, which is a single casement window with 3 panes, 2 smaller glass panes over a larger pane, all original "wavy" glass. The next is the guest bath window, which is another casement window with 3 panes, 2 smaller panes over a larger pane. The larger pane has privacy glass. The last window is for the master bedroom and is a casement window with 6 glass panes, each window having 2 smaller panes above a larger pane. The water heater enclosure is located between the first two windows, with a garden-type faucet located to the right of it. Verticle wood slats exist for attic venting under the roof line, and a small screen access point to the crawl space is located under the first bedroom window.

Continued from pg 2, B8: The garage has a concrete foundation and driving access from the alley behind the home. Francis Kemper also built a garage for the Shriver home next door at approx the same time. Of interest, on the south side of the garage, are the unusual rolling barn door garage doors which curve along a rounded track when opening and closing. The hardware, including the rollers to the barn doors, appears to be original. Three stairs and a door lead into the garage on the north side, and there is a bordered up window on both the east and west sides.

CONTINUATION SHEET

Property Name: Kemper House, 153 E 6th Ave, Escondido, CA 92025
Page 5 of 11



North
Elevation

East Elevation



CONTINUATION SHEET

Property Name: Kemper House, 153 E 6th Ave, ESCONDIDO, CA 92025
Page 6 of 11



South
Elevation

West Elevation



CONTINUATION SHEET

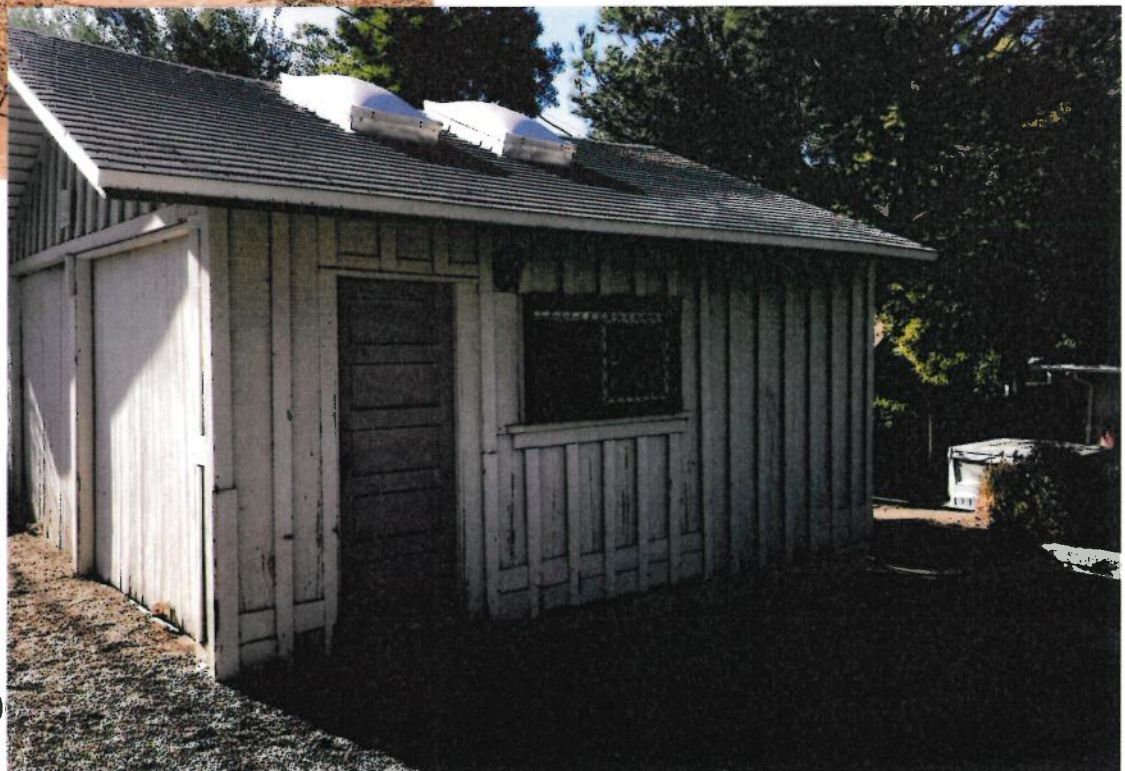
Property Name: Kemper House, 153 E. 6th Ave, Escondido, CA 92025
Page 7 of 11



Garage

North

Elevation



Garage

East Elevation

CONTINUATION SHEET

Property Name: Kemper House, 153 E. 6th Ave, ESCONDIDO, CA 92025
Page 8 of 11



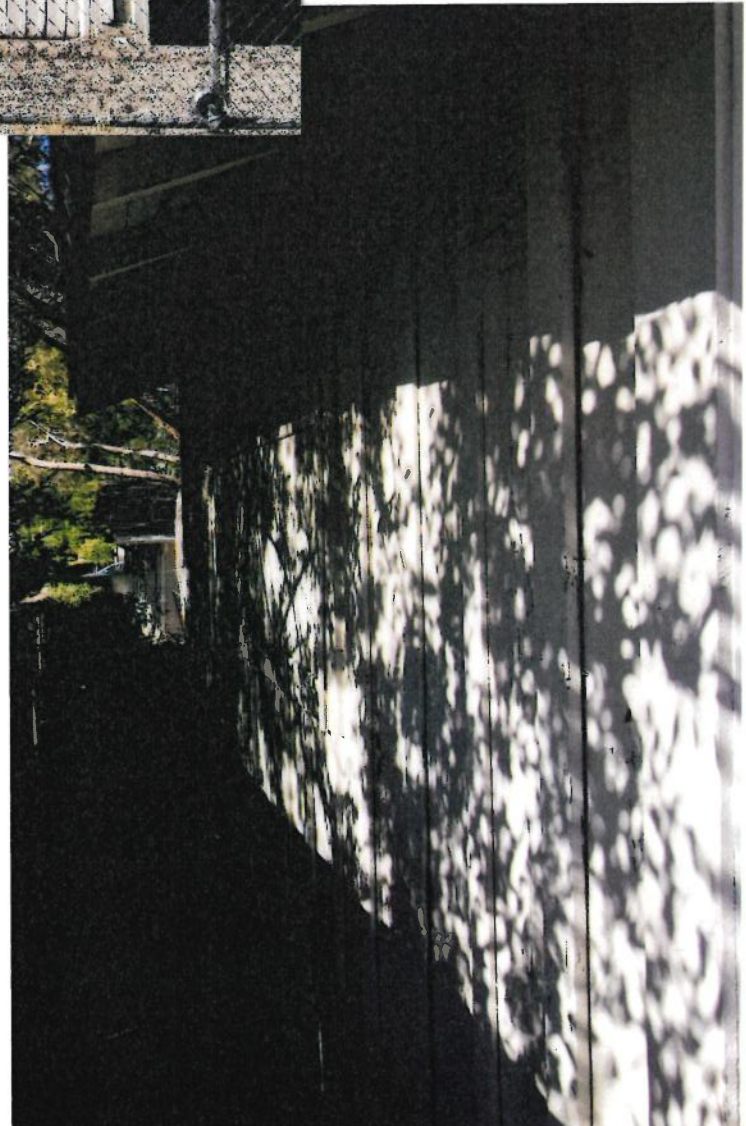
Garage

South

Elevation

Garage

West Elevation



CONTINUATION SHEET

Property Name: Kemper House, 153 E. 6th Ave, ESCONDIDO, CA 92025
Page 9 of 11



South facing
Garage
Interior



Original rolling
Hardware and
Rails for garage
Barn doors

CONTINUATION SHEET

Property Name: Kemper House, 153 E. 6th Ave., ESCONSIDO, CA 92025
Page 10 of 11



Original Front
Door

Original Lock Set



HISTORIC PRESERVATION COMMISSION

Agenda Item No.: H.1
Date: September 19, 2019

TO: Historic Preservation Commission

FROM: Paul Bingham, Assistant Planner II

REQUESTS: Residence addressed as 153 East 6th Avenue (case number HP19-0002)

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

RECOMMENDATION: Forward recommendation of approval to the City Council

BACKGROUND:

City of Escondido Historical/Cultural Resources Survey

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

Local Register of Historic Places Listing

The subject property was approved for listing on the City's Local Register on May 5, 1992.

Mills Act Contract and Property Applying

The Mills Act is a state law that enables owners of designated historic properties to enter into a preservation contract with their local legislative body and receive a substantial reduction in the property taxes. One of the incentives for the preservation of historic and/or cultural resources, approved in 1989, allows property owners of designated historic resources to enter into a Mills Act contract with the City. Article 40 of the Escondido Zoning Code authorizes the property owner to apply for a Mills Act contract if the resource has been listed as a Local Register property. The current owner is requesting to enter into a Mills Act contract.



The subject property is located within the City's Old Escondido Neighborhood historic district, addressed as 153 East 6th Avenue (APN 233-262-06-00). It consists of .15 acre with a one-story Craftsman residence

built circa 1915. The structure's exterior is clad in a unique pattern of alternating thin and wide rows of wooden shingles, pairs of beams project from double porch columns and a low, flat gable facing the street all give the structure a decidedly Oriental look. At the time the property was evaluated in the City's 1990 historic survey, the historian considered the house significant. A double garage covered in Board and Batten siding is located at the rear of the property and its pair of single bay doors face the alley. While old, the garage was likely built or moved onto the site sometime after the main house. No permit record was found to establish its exact age. The current owner desires to enter into a Mills Act contract for this property's continued preservation. The owner is proposing as part of the 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, including providing the requested chain of title, and has submitted 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.

Requirement for Listing on a Register of Historic Places

Because this resource was previously placed on the City's Local Register, this requirement has been satisfied.

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.

Mills Act Application List of Improvements

Property Address: 153 East 6th Avenue
Property Owner: Lori Hatley

1. Installation of new house wiring and electric panel (completed)
2. Replacement of residence's plumbing system (in progress)
3. Repair/restore rear garage including replacement of dry rotted wood (planned)
4. Restore original barn door style garage doors and original rolling hardware (planned)
5. Repainting of both structures with colors from a period appropriate palette (planned)
6. Replacement of rolled roofing over front porch of the main house (planned)
7. Replacement of rolled roofing over rear portion of the main house (planned)
8. Installation of period appropriate front door screen belonging to residence (planned)



CITY OF ESCONDIDO

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

FOR INTERNAL USE ONLY	
Case No.	MP19-0002
Date Submitted:	8/21/19
Project Planner:	P. B.
Fees:	NA
Receipt No.:	NA
<input type="checkbox"/> Incomplete	Date of Notice
<input type="checkbox"/> Complete	Date

HISTORIC PROPERTY PRESERVATION (MILLS ACT) APPLICATION AND AGREEMENT

APPLICANT/CONTACT PERSON

Name (Print): Lori Hatley
Address: 2418 Stevens Pl.
City, State, Zip: Escondido, CA 92027
Phone: 760 679-6376
Fax: _____
E-mail: backinout@hotmail.com
Signature: Lori Hatley

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

Name (Print): Lori Hatley
Address: 2418 Stevens Pl
City, State, Zip: Escondido, Ca 92027
Phone: 760 679 6376
Fax: _____
E-mail: backinout@hotmail.com
Signature: Lorene L. Hatley
(authorizing applicant to submit application)

SITE INFORMATION

Property Address: 153 E. 6th Av Escondido, CA 92025
Assessor's Parcel Number: 233-262-06-00
Historic Name: Craftsman Bungalow

LANDMARK/LOCAL REGISTER INFORMATION

Historic Designation:
☒ Local ☐ State ☐ National
Date of Designation: 5-5-92
Local Register Listing: ☒ Yes ☐ No
Date of Listing: 5-5-92

POTENTIAL STRUCTURE/PROPERTY IMPROVEMENT TIMELINE:

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

PROPOSED IMPROVEMENTS

- 1) Repainting of structures with period-correct palette.
- 2) Replacement of rolled roofing over front porch and rear of home.
- 3) Installation of period-correct front door screen door belonging to home.
- 4) Repair/restore rear garage including replacement/repair of dry-rot wood.
- 5) Restore/repair original barn door style garage doors and original rolling hardware.
- 6) Replacement of plumbing: updated prior to sale and also by current owner, more work to be completed.
- 7) Installation of new electrical wiring/electrical panel: completed prior to sale.

RECEIVED

AUG 21 2019

City of Escondido Planning Division

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: Lorne J. Hatley Date: 8-21-19

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: Lorne J. Hatley Date: 8-21-19

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: N/A Date: _____

Engineer: _____ Date: _____

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

Primary # _____
HRI # _____
Trinomial _____
NRHP Status Code _____

Other Listings _____
Review Code _____ Reviewer _____ Date _____

Page 1 of 3 *Resource Name or #: (Assigned by recorder) Parcel # 233-262-06-00

P1. Other Identifier: _____

*P2. Location: ☐ Not for Publication ☒ Unrestricted

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

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

c. Address 153 E 6th Ave. City Escondido Zip 92025

d. UTM: (Give more than one for large and/or linear resources) Zone 11, 4928 mE/ 3664 mN

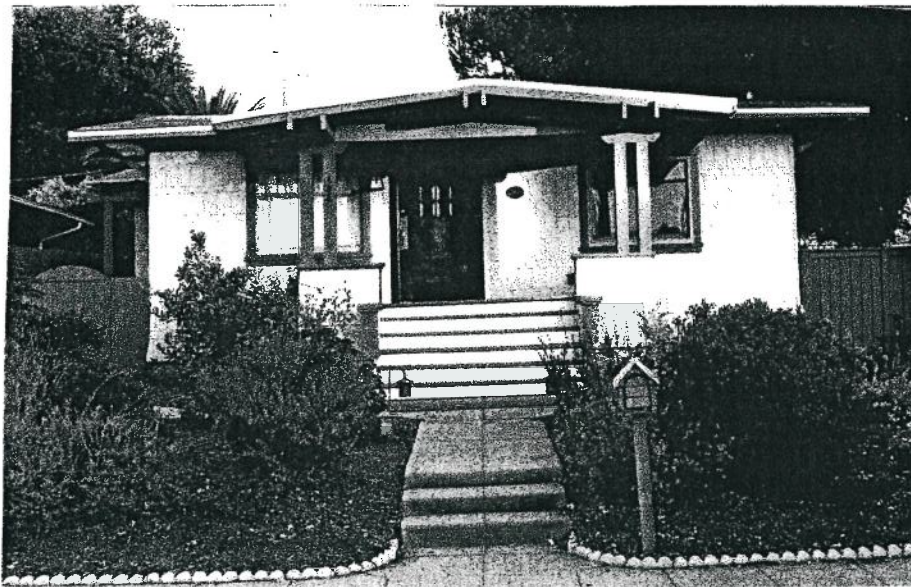
e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate) _____

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

Wood shingles cover this small one-story Craftsman house with a low, wide porch. Gable facing front has oriental overtones. Pairs of beams project horizontally from the façade to the front of its porch. These are supported by another beam supported by double columns. A picture window with multi-paned transom is located on one side of the front door and a wide pair of casement windows is located on the other side. Looks well on site and condition is good. Wood front door features four small leveled glass windows on top. The exterior front of the home appears unaltered. A garage is present to the rear of the home and appears to have been built contemporaneous to the home; the garage appears to have retained its original barn style.

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

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



P5b. Description of Photo:
(view, date, accession #) Front of building
August 2019

*P6. Date Constructed/Age and Source:

☒ Historic ☐ Prehistoric ☐ Both

c1915 from Residential Building Record

San Diego County Assessor

*P7. Owner and Address: Lori Hatley

POB 912, Escondido, CA 92033

*P8. Recorded by:

(Name, affiliation, and address)

Ernest J. Dronenburg County of San Diego

POB 121750, San Diego, CA 92112

*P9. Date Recorded: July 8, 2019

*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): List of deeded owners/Legal description/Residential Building Record

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

Primary # _____

HRI # _____

*NRHP Status Code _____

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

B1. Historic Name: _____

B2. Common Name: _____

B3. Original Use: single family home

B4. Present Use: single family home

*B5. Architectural Style: California bungalow

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

Structure was built approx. 1915. Front of home appears to be relatively unaltered. For dates of improvements to property, refer to attached Residential Building Record from the San Diego County Assessor's office.

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

*B8. Related Features: _____

B9a. Architect: _____ b. Builder: Reverend Kemper

*B10. Significance: Theme _____ Area: _____

Period of Significance: Early California Property Type: single fam home Applicable Criteria: _____

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

This early California Craftsman bungalow is one of a row of a variety of Craftsman houses on the South side of E. 6th Ave. The house was originally built in c1915, and is currently 104 years old. Rev. Kemper, a former Methodist Minister, built this house and lived here before 1920. Judge Lawrence Turrentine, an uncle of Major Lloyd Turrentine, lived here in about 1920.

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

*B12. References:

1990 City of Escondido Historic Resources Inventory
May 5, 1992 Escondido Historic Preservation Commission
Chain of Title, County of San Diego

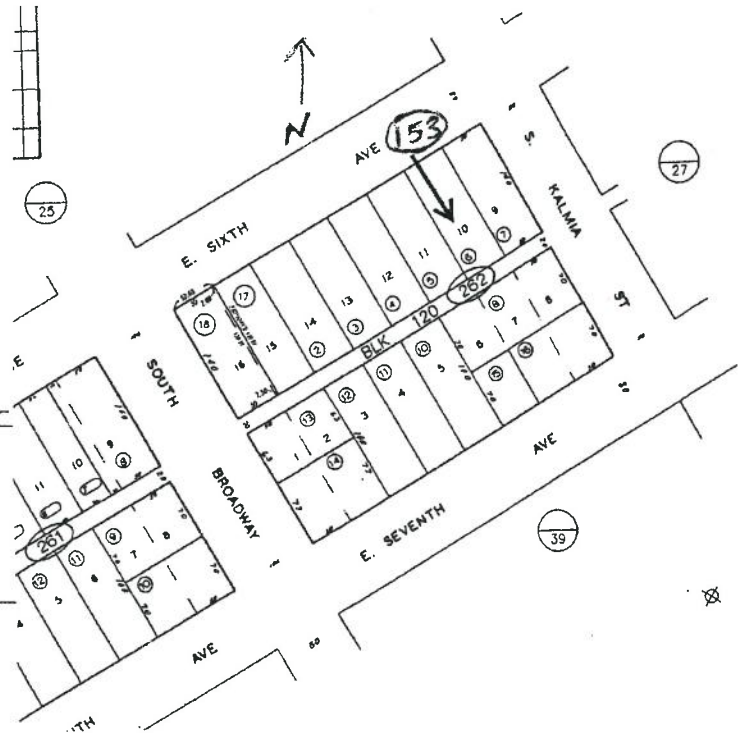
B13. Remarks: _____

*B14. Evaluator:

1990 City of Escondido/Escondido Historic Preservation
Commission

*Date of Evaluation: 1990

(This space reserved for official comments)



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

Primary # _____
HRI # _____
Trinomial _____

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

Recorded by: _____ Date: _____

☐ Continuation ☐ Update

HISTORY OF OWNERSHIP - APN # 233-262-06-00 153 E. 6th AVE ESCONDIDO CA 92025

GRANTOR Name(s)	GRANTEE Name(s)	RECORDING DATE XX/XX/XXXX	WHERE RECORDED Book/Page or Doc#
Deborah K. Bond	Deborah K. Bond Trust 1-22-09	1/26/2009	2009-0034777
Bruce R. Atckison & Barbara Atckison Trustees 2002 B & B Atckison Trust	Deborah K. Bond	1/13/2002	2002-1015692
Bruce R. Atckison & Barbara Atckison	Bruce R. Atckison & Barbara Atckison Trustees 2002 B & B Atckison Trust	3/21/2002	2002-0238579
samy Esparza (by and through Karen Kern)/ Teresa Aguilar Esparza/ Samuel Esparza, Jr. (by Quentin Smith, Referee)	Bruce R. Atckison & Barbara Atckison	10/2/1989	1989-528849
Estate of Samuel Esparza/ Teresa Esparza Administrator	Teresa A. Esparza, Samuel Esparza, Jr., & Jessamy Esparza	5/27/1987	1987-291280
Charles R. Humphrey & Jacqueline Humphrey	Samuel Esparza & Karen L. Esparza	7/15/1977	1977-283030
Robert E. Shafer & Cleo V. Shafer	Charles R. Humphrey & Jacqueline Humphrey	5/13/1975	1975-114846
Carol Susan Bergquist	Robert E. Shafer & Cleo V. Shafer	7/16/1973	1973-195031
Carrie Shipley Bergquist & Henry Bergquist	Carol Susan Bergquist	1/29/1954	BOOK 5126 PG 287 / FILE# 12113
Henry N. Bergquist	Carrie Shipley Bergquist	1/3/1944	BOOK 1613 PG 109 / FILE# 113-3
Elmer P. Oaks & Maris Oaks	Henry N. Bergquist & Carrie S. Bergquist	6/8/1923	BOOK 936 PG 189 / FILE# 21489
Francis M. Kemper & Lizzie Kemper	Elmer P. Oaks & Maris Oaks	9/2/1919	BOOK 794 PG 173 / FILE# 17373
Mary C. Covell	Francis M. Kemper	9/21/1914	BOOK 663 PG 81 / FILE# 21175

153 E. 6th Ave. ESCONDIDO, CA

92025



CONTINUATION SHEET

Property Name: Kemper House, 153 E 6th Ave, Escondido, CA 92025
Page 4 of 11

Continued from Pg 2, B10, Significance: was a robust builder and real estate investor in Escondido, and built many homes in the City. He built and moved into a home 1 block West of the Shriver home when he moved from the Shriver home (Daily Times Advocate, 8-25-1921). This was common practice for a builder to build a home, live in it for a while, then sell the house so they could use the proceeds to build another home. Present day, we see this financial formula for "home flippers".

According to San Diego County records, 153 E. 6th St and 161 E. 6th St were one parcel, and this parcel was split sometime after 1950. The Kemper house is one of a row of a variety of Craftsman homes built on a slightly elevated slope on the South side of this block on E. 6th Ave in Historic Old Escondido.

Reverend Francis M. Kemper (1865-1939) was a Methodist Church minister from Indiana who arrived in Escondido with his wife, Elizabeth "Lizzie" Lawrence Kemper (1866-1940), and started building homes. Mary C. Covell, who sold the land to Mr. Kemper, is mentioned in the 1907 Escondido City Directory as a person who rents furnished homes, and seems like quite the business woman for her time. In 1919, Francis and Lizzie Kemper deeded the Kemper home to their daughter, Maris Kemper Oaks (1891-1962), and her husband, Elmer P. Oaks (1891-1934).

In 1923, the home left the family and was sold to Henry N. Bergquist (1885-1944) and his wife, Carrie Shipley Bergquist (1887-1945), both of whom immigrated from Sweden. In turn, the home was deeded to their daughter, Carol Susan Bergquist in 1954. The home stayed in the Bergquist family for 50 years, and in 1973, Carol Bergquist sold the home to Robert E. Shafer (1920-2001) and his wife, Cleo V. Shafer (1922-2000). The Shafers in turn sold the property a mere two years later in 1975 to Charles and Jacqueline Humphrey. Again, a mere 2 years later in 1977, the Humphreys sold the property to Samuel Esparza and his wife Karen L. Esparza, who moved into town from Valley Center. When Mr Samuel Esparza died in 1987, his name was taken off title, and the Esparza family owned the property another two years until 1989 when they sold it to Bruce R. Atckison and his wife, Barbara Atckison. The Atckisons owned the home until 2002 when Deborah K. Bond purchased the home.

In 2009, Ms. Bond purchased 103 E. 6th Ave, and moved into that property. She continued to own and rent out the Kemper home until July 8, 2019, when the applicant, Lori Hatley, purchased the property. Ms. Hatley is a former CHP officer, and enjoys investing in real estate. She owns an additional Craftsman Bungalow, 2 blocks East of the Kemper home on 453 East 6th Ave.

Francis and Elizabeth Kemper along with Robert and Cleo Shafer were long term Escondido Residents and are buried at Oakhill Cemetery (see attached photos).

Additional References: US Census 1910-1930, Escondido Times-Advocate, Escondido Pioneer Room

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of San Diego, City of Escondido and described as follows:

Lot 10 of Block 120 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.

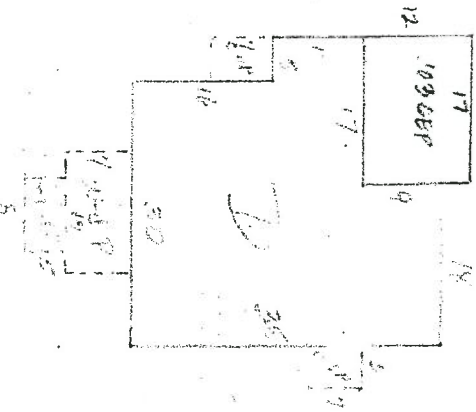
APN: 233-262-06-00

(End of Legal Description)

MAP

THE MAP CONNECTED HERewith IS BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART ASSUMES NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAPS NOR ANY MATTERS CONCERNING THE CONTENTS OF OR ACCURACY OF THE MAP.

MISCELLANEOUS STRUCTURES



Structure	Found	Cons.	Ext.	Roof	Floor	Int.	Size, etc.
17' x 18' CONC. ALUM.	CONC.	BOX	RTD	CONC.	CONC.		18' x 18'
							204

125.044 COMPUTATIONS P = 140
 16X30 = 480 BF 1.40
 10X35 = 350 46ms @ 0.2 1.08
 7X18 = 126 7.68
 992

G.D. 18' x 18' = 324
 P = 72
 R.F. = 2.30

12' x 18' by 18' = 324
 12' x 18' by 18' = 324
 12' x 18' by 18' = 324

City of Escondido
HISTORIC RESOURCES INVENTORY

IDENTIFICATION AND LOCATION

1. Historic Name

2. Common or Current Name

3. Number & Street 153 E. Sixth Avenue

Ser.No.

Natl. Reg. Status

Local Designation

Local Ranking individ.signif.

Cross-Corridor

City: Escondido Vicinity Only

Zip 92025 County: San Diego

4. UTM zone A E4928.90

B N36641.10

C Zone 11

D

5. Quad map No.

Parcel No. 233-262-06

Other

DESCRIPTION

6. Property Category

If district, number of documented resources

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

Wood shingles cover this small one-story Craftsman house with a low, wide porch. Gable facing front has oriental overtones. Pairs of beams project horizontally from the facade to the front of its porch. These are supported by another beam supported by double columns. A picture window with multi-paned transom is located on one side of the front door and a wide pair of casement windows is located on the other. Looks well on site. Natural wood front door features four small leveled glass windows on top. Appears unaltered.

The architectural style is: Craftsman

The condition is: good

The related features are: garage to rear

The surroundings are: residential

The boundaries are:



8. Planning Agency

City of Escondido

9. Owner and Address

Samuel and Karen L. Esparza

same

10. Type of Ownership private

11. Present Use residence

12. Zoning

13. Threats none known

HISTORICAL INFORMATION

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

SIGNIFICANCE AND EVALUATION

18. Context for Evaluation: Theme architecture Area
Period Property Type Context formally developed?
19. Briefly discuss the property's importance within the context. Use historical and architectural analysis as appropriate. Compare with similar properties.

Rev. Kemper, a former Methodist Minister, built this house and lived here before 1920. This house is one of a row of Craftsman houses spanning this side of 6th Avenue.

20. Sources

21. Applicable National Register criteria

22. Other Recognition:
State Landmark Number

23. Evaluator
Date of Evaluation 1990

24. Survey type

25. Survey name

26. Year Form Prepared 1983
By(Name) Donald A. Cotton Associates
Organization Revised by Aegis 1990
Address 111 Spring Street
City & Zip Claremont, CA 91711
Phone (714) 621 1207

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



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

Address of Resource: 153 East Sixth Avenue

Existing Use: Residential

Zoning: R-1-6

General Plan Designation: Urban 1

Tier Designation: Central/Tier 1

Construction Date: c1912

Meets Ordinance Criteria 2, 5, and 6 for Local Register Listing.

Justification for Register Listing:

This house is one of a row of variety of Craftsman houses in this side of Sixth Avenue. Judge Lawrence Turrentine, an uncle of Major Lloyd Turrentine, lived here about 1920.

Wood shingles cover this small one-story Craftsman house with a low wide porch. Craftsman elements are evident in the front facing globe, the picture window with multi-paned transom, and a wide pair of easement windows flanking the front door. Natural wood front door features four small leveled glass windows on top. Oriental overtones are noted by the pairs of beams projecting horizontally from the facade.

Staff Recommendation:

Staff recommends this resource be placed on the Local Register.

Commission Action:

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

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

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

THIS SPACE FOR RECORDER'S USE ONLY

HISTORIC PROPERTY PRESERVATION AGREEMENT

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

AA 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.

LL OWNER'S INITIALS

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

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

6. Notice of Nonrenewal. If, in any year, either the CITY or the OWNER desires not to renew this Agreement, that party shall serve a written notice of nonrenewal on the other party. If the OWNER elects to serve a notice of nonrenewal, the notice must be served on the CITY at least ninety (90) days prior to the RENEWAL DATE, otherwise one (1) additional year shall automatically be added to the term of this Agreement. Conversely, if the CITY elects to serve a notice of nonrenewal, the notice must be served on the OWNER at least sixty (60) days prior to the RENEWAL DATE, otherwise one (1) additional year shall

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.

 OWNER'S INITIALS

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.

 AH OWNER'S INITIALS

Revised 9/16/09

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.

 EH OWNER'S INITIALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OWNER: [Insert Owner's Name & Mailing Address]
LORI HATLEY
POB 912
ESCONDIDO, CA 92033

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

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

(Remainder of page left intentionally blank.)

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

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

CITY OF ESCONDIDO

Dated: _____

By: _____
Mayor

Dated: _____

By: _____
City Clerk

OWNER

Dated: _____

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

Dated: _____

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

APPROVED AS TO FORM:

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

By: _____



HISTORIC PRESERVATION COMMISSION

Agenda Item No.: H.2
Date: November 21, 2019

TO: Historic Preservation Commission
FROM: Adam Finestone, Principal Planner
SUBJECT: Downtown Specific Plan – Design Review Process

The Downtown Specific Plan is a policy document which serves as the City's primary zoning instrument for properties in the vicinity of downtown Escondido. The document addresses land use allowances and provides design policies, standards, and guidelines for properties throughout the Downtown Specific Plan area. The document also addresses how it will be implemented and administered, including design review procedures, and contains a matrix identifying the review process required for various types of construction activity. A copy of that matrix has been attached hereto. The Downtown Specific Plan can be found in its entirety at the following link: <https://www.escondido.org/Data/Sites/1/media/PDFs/Planning/DowntownSpecificPlan.pdf?v=4>.

STAFF REQUEST:

Staff will facilitate a discussion on the aforementioned. No formal action is being requested.

Downtown Specific Plan

IMPLEMENTATION & ADMINISTRATION

**FIGURE VIII-1
ACTIVITY CONSTRUCTION REVIEW PROCESS**

Type of Work to be Done:	COA Required Reviewed by: Staff HPC	Building Permit Issued by: Bldg. Div.	Engineering Permits Issued by: Engin. Div.
<u>New Construction:</u>			
Primary Structure	X	X	
Accessory Structures	X	H	X
Additions (including porch enclosures, dormers, etc.)	X	H	X
Additions to Commercial Properties	X	H	X
<u>Removal, Demolition</u>	X	H	
<u>Relocation</u>	X	H	X
<u>Exterior Changes to the structure and material restoration changes:</u>			
Architectural details and decorative elements: (fish scale, shingles, dentils, shutters, siding, brick, stucco, metal, roof material, porches, columns, cornices, trim, railing, ornamentation, etc.)	X	H	X
Painting – exterior	X		
Roofs (changes in shape, eaves, ornament)	X ¹	H	X
Staircases, steps (exterior)	X ¹	H	X
Doors	X		X
Windows, skylights	X		X
Mechanical systems (roof top and window units, exhaust fans, vents)	X ¹	H	X
Storm windows, doors, security grills	X		X
Satellite dishes	X		X
Solar collectors			X
<u>Changes and modifications to the site:</u>			
Grading	X		X ²
Parking lots (pavement and landscaping)	X		X ²
Surface paving	X		
Landscaping	X ¹		
Public right-of-way improvements (curb & gutters, sidewalks, street paving, driveways, curb cuts, street furniture, outdoor dining areas, etc.)	X		X ³
	X		X ³
Swimming pools	X		
Light fixtures	X		
Removal of specimen vegetation	Pursuant to Article 55, Sections 33-1068A – 33-1069		
<u>Signs</u>	X		
<u>Fencing walls, retaining walls</u>	X	X ⁴	

X = Review required for all buildings

H = Review required for properties listed on the City's Historic Local Register only. If standard timeframes for review and consideration cannot be met, an expedited review may be accommodated subject to City approval.

1. Review required for all structures EXCEPT single-family residences NOT on the Historic Local Register.
2. Grading Plan Approval and Grading Permit required for over 1 foot of fill, over 2 feet of cut, or over 200 cubic yards.
3. Encroachment Permit required for any work in the public right-of-way.
4. Fences over 6' high; retaining walls over 3' high.



HISTORIC PRESERVATION COMMISSION

Agenda Item No.: H.3
Date: November 21, 2019

TO: Historic Preservation Commission

FROM: Adam Finestone, Principal Planner

SUBJECT: Mills Act Property Visits

Staff will provide a brief update on the possible resumption of Mills Act property visits to evaluate compliance with terms included in a property's Mills Act contract.