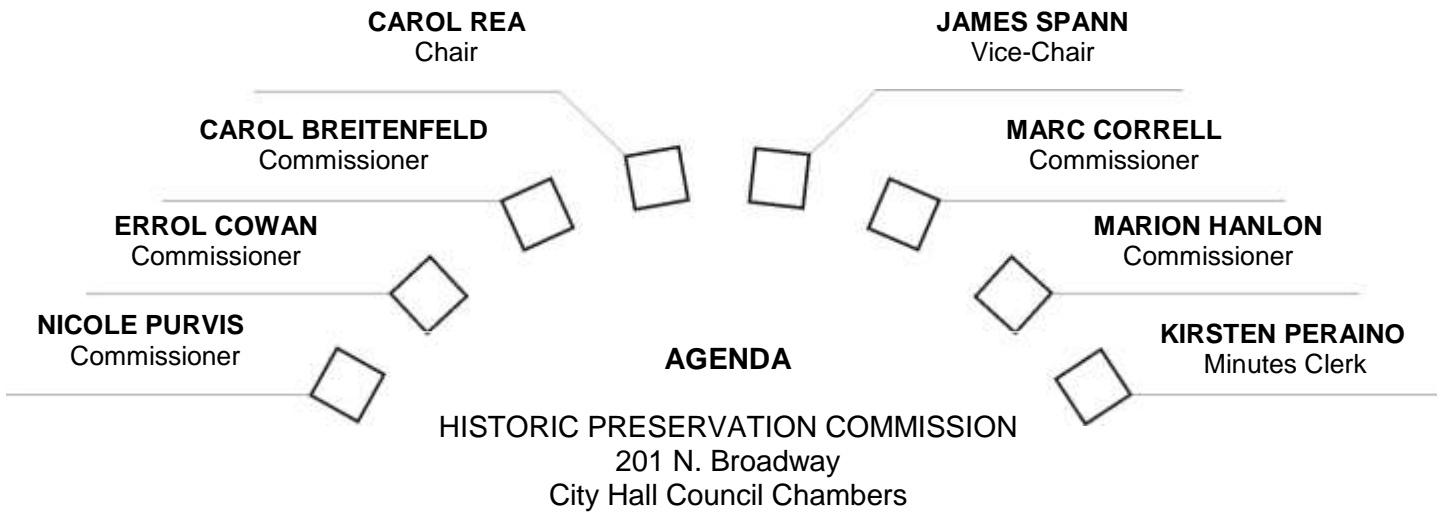


CITY OF ESCONDIDO

Historic Preservation Commission and Staff Seating



3:00 p.m.

September 19, 2019

- A. CALL TO ORDER**
- B. FLAG SALUTE**
- C. ROLL CALL**
- D. REVIEW OF MINUTES:** **May 16, 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. **MILLS ACT – Case No. HP 19-0003:**

REQUEST: Mills Act request for 1915 California Bungalow
ZONING/LOCATION: R-1-6 / 134 West 6th Avenue
APPLICANT: Dorothy Marron
STAFF: Paul Bingham, Assistant Planner II
STAFF RECOMMENDATION: Approval

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

REQUEST: Master and Precise Development Plan for new mixed-use project
ZONING/LOCATION: SP (Downtown Specific Plan, Historic Downtown District / 137 W. Valley Parkway
APPLICANT: Touchstone Communities, LLC
STAFF: Adam Finestone, Principal Planner

4. **DEMONSTRATION – Property Records on City GIS Software**

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 THURSDAY, NOVEMBER 21, 2019

CITY OF ESCONDIDO

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

MAY 16, 2019

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

Commissioners present: Carol Rea, Chair; James Spann, Vice-Chair; Carol Breitenfeld, Commissioner; Marc Correll, Commissioner; Errol Cowan, Commissioner; Nicole Purvis, Commissioner, and Marion Hanlon, Commissioner.

Commissioners absent: None.

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

MINUTES:

Moved by Vice-Chair Spann, seconded by Commissioner Hanlon, to approve the minutes of the March 21, 2019 meeting. Motion carried unanimously (7-0).

WRITTEN COMMUNICATION: None.

ORAL COMMUNICATION: None.

PUBLIC HEARINGS: None.

CURRENT BUSINESS:

1. DESIGN REVIEW – Case No. ADM 18-0189

REQUEST: Review revised design for unpermitted rear addition

ZONING/LOCATION: R-1-6 in OEN/ 1055 S. Juniper St.

STAFF RECOMMENDATION: Conditional Approval

COMMISSION ACTION: Moved by Vice-Chair Spann, seconded by Commissioner Correll to approve staff's recommendation. Motion carried unanimously (7-0).

2. DESIGN REVIEW – Case No. ADM 19-0001 – Residential Addition

REQUEST: Review unpermitted work done to Local Register property

ZONING/LOCATION: R-1-8 / 1048 Metcalf Street

STAFF RECOMMENDATION: Conditional approval

COMMISSION ACTION: Moved by Commissioner Spann, seconded by Commissioner Hanlon to Conditionally Approve staff's recommendation. Motion carried 4-2-1 (Commissioners Cowan, Hanlon, Rea and Spann voted yes; Commissioners Breitenfeld and Purvis voted no; Commissioner Correll recused self.

3. DISCUSSION – Historic Preservation Awards (May 22, 2019, City Council meeting)

REPORT BY: Paul K. Bingham, Assistant Planner II

COMMISSION ACTION: The Commission withdrew nomination for the Adobe Society.

4. DISCUSSION – Presentation/Summary of California Preservation Foundation's May 8, 2019 Workshop

STAFF SUMMARY BY: Paul K. Bingham, Assistant Planner II

ORAL COMMUNICATION: None.

COMMISSIONER COMMENTS: None.

ADJOURNMENT: The meeting was adjourned at 4:26 p.m. until the next regularly scheduled HPC Meeting on July 18, 2019.

Kirsten Peraino, *Administrative
Coordinator* Minutes Clerk

Adam Finestone, *Principal Planner*
Witness

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

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

FOR INTERNAL USE ONLY	
Case No.	HP19-0002
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

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

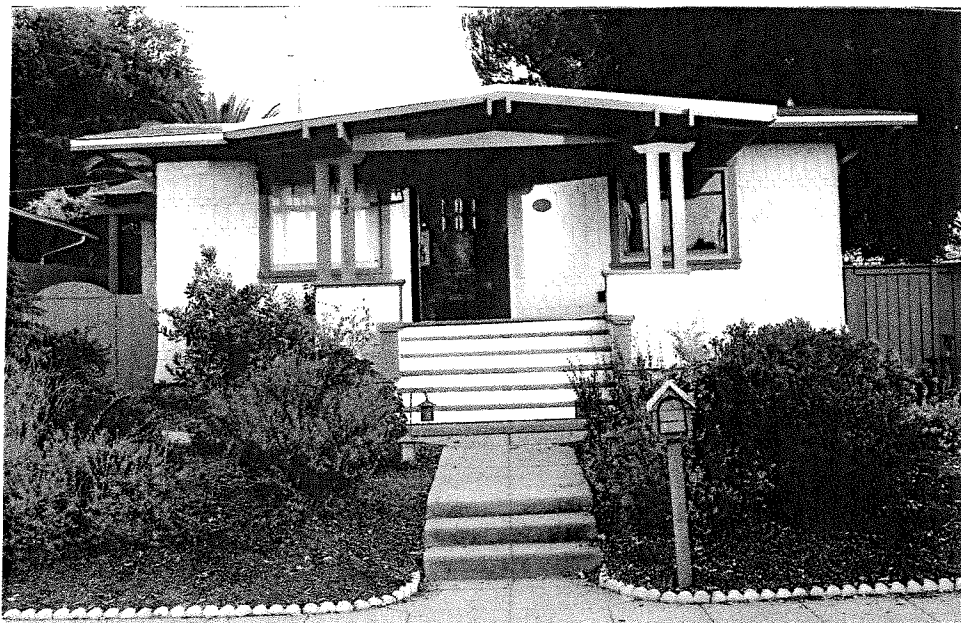
e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate) _____

*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 barge 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) _____

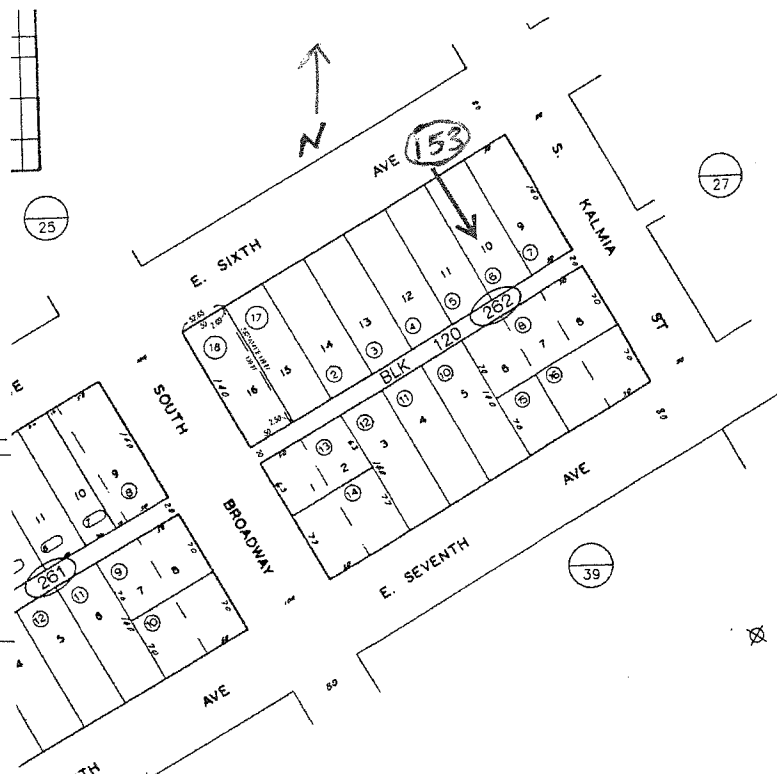
*B12. References:
1990 City of Escondido Historic Resources Inventory
May 5, 1992 Escondido Historic Preservation Commission
Chain of Title, County of San Diego

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: _____

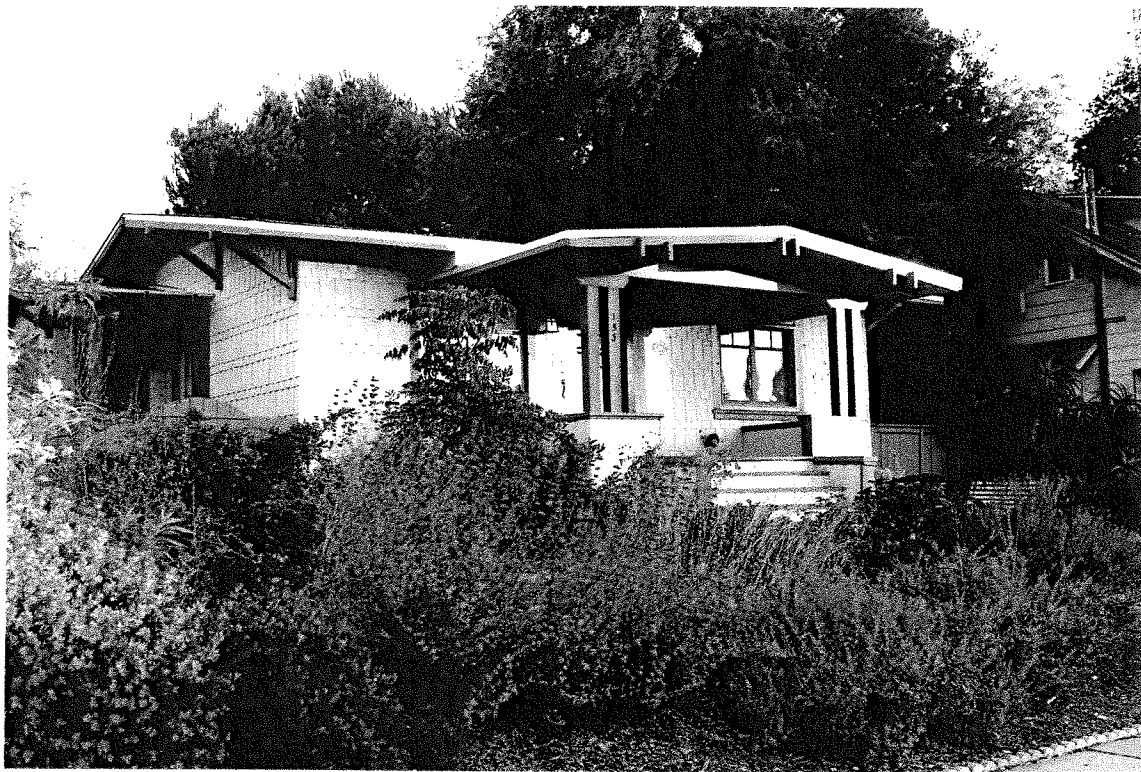
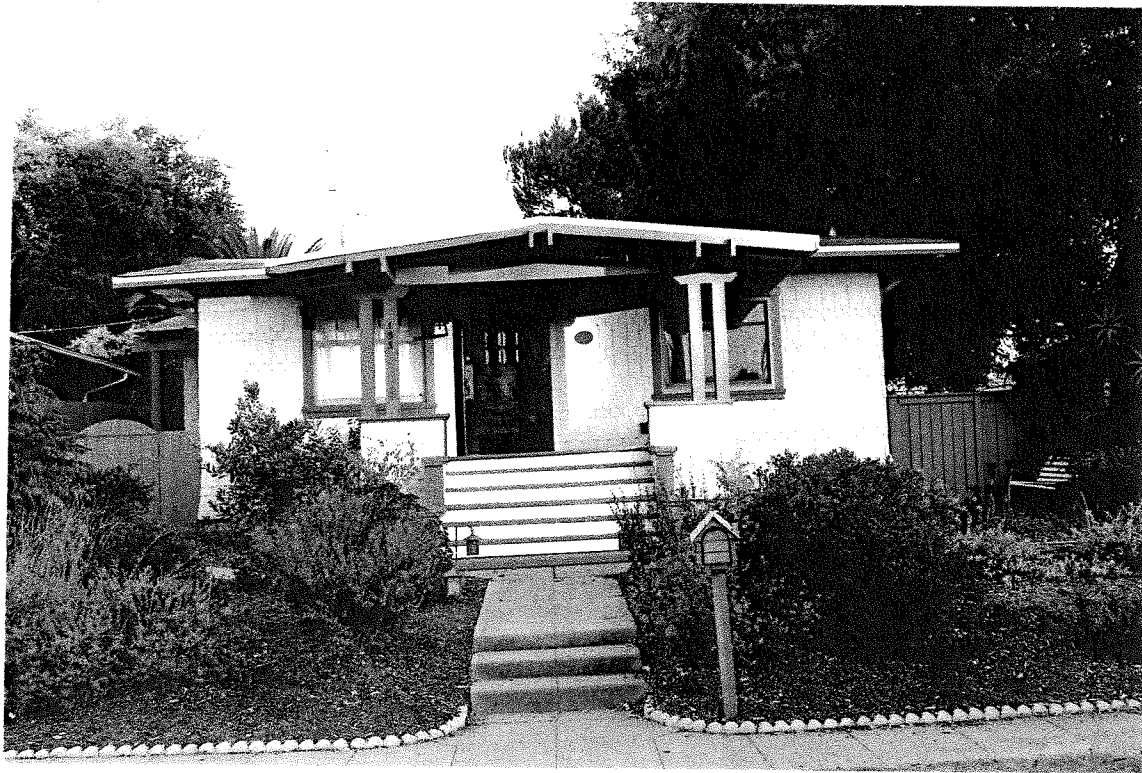
☐ Continuation ☐ Update

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

GRANTOR	GRANTEE	RECORDING DATE	WHERE RECORDED
<i>Name(s)</i>	<i>Name(s)</i>	<i>XX/XX/XXXX</i>	<i>Book/Page or Doc#</i>
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



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.

-SHEETS

[illegible]

18

105.044	COMPUTATIONS	P = 140
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COMPUTATIONS $P = 140$.

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68

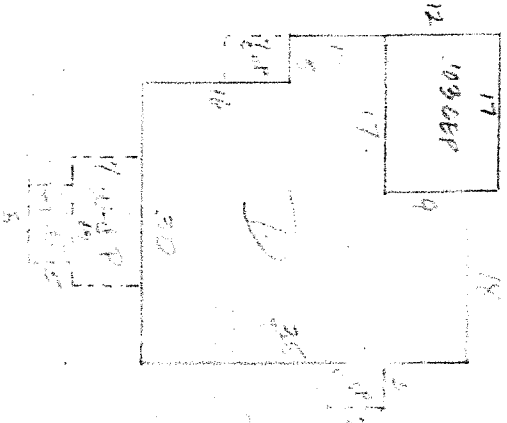
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2000-2001-2002-2003-2004-2005-2006-2007-2008-2009-2010-2011-2012-2013-2014-2015-2016-2017-2018-2019-2020-2021-2022-2023-2024-2025-2026-2027-2028-2029-2030-2031-2032-2033-2034-2035-2036-2037-2038-2039-2040-2041-2042-2043-2044-2045-2046-2047-2048-2049-2050-2051-2052-2053-2054-2055-2056-2057-2058-2059-2060-2061-2062-2063-2064-2065-2066-2067-2068-2069-2070-2071-2072-2073-2074-2075-2076-2077-2078-2079-2080-2081-2082-2083-2084-2085-2086-2087-2088-2089-2090-2091-2092-2093-2094-2095-2096-2097-2098-2099-2100-2101-2102-2103-2104-2105-2106-2107-2108-2109-2110-2111-2112-2113-2114-2115-2116-2117-2118-2119-2120-2121-2122-2123-2124-2125-2126-2127-2128-2129-2130-2131-2132-2133-2134-2135-2136-2137-2138-2139-2140-2141-2142-2143-2144-2145-2146-2147-2148-2149-2150-2151-2152-2153-2154-2155-2156-2157-2158-2159-2160-2161-2162-2163-2164-2165-2166-2167-2168-2169-2170-2171-2172-2173-2174-2175-2176-2177-2178-2179-2180-2181-2182-2183-2184-2185-2186-2187-2188-2189-2190-2191-2192-2193-2194-2195-2196-2197-2198-2199-2200-2201-2202-2203-2204-2205-2206-2207-2208-2209-2210-2211-2212-2213-2214-2215-2216-2217-2218-2219-2220-2221-2222-2223-2224-2225-2226-2227-2228-2229-2230-2231-2232-2233-2234-2235-2236-2237-2238-2239-2240-2241-2242-2243-2244-2245-2246-2247-2248-2249-2250-2251-2252-2253-2254-2255-2256-2257-2258-2259-2260-2261-2262-2263-2264-2265-2266-2267-2268-2269-2270-2271-2272-2273-2274-2275-2276-2277-2278-2279-2280-2281-2282-2283-2284-2285-2286-2287-2288-2289-2290-2291-2292-2293-2294-2295-2296-2297-2298-2299-2300-2301-2302-2303-2304-2305-2306-2307-2308-2309-2310-2311-2312-2313-2314-2315-2316-2317-2318-2319-2320-2321-2322-2323-2324-2325-2326-2327-2328-2329-2330-2331-2332-2333-2334-2335-2336-2337-2338-2339-2340-2341-2342-2343-2344-2345-2346-2347-2348-2349-2350-2351-2352-2353-2354-2355-2356-2357-2358-2359-2360-2361-2362-2363-2364-2365-2366-2367-2368-2369-2370-2371-2372-2373-2374-2375-2376-2377-2378-2379-2380-2381-2382-2383-2384-2385-2386-2387-2388-2389-2390-2391-2392-2393-2394-2395-2396-2397-2398-2399-2400-2401-2402-2403-2404-2405-2406-2407-2408-2409-2410-2411-2412-2413-2414-2415-2416-2417-2418-2419-2420-2421-2422-2423-2424-2425-2426-2427-2428-2429-2430-2431-2432-2433-2434-2435-2436-2437-2438-2439-2440-2441-2442-2443-2444-2445-2446-2447-2448-2449-2450-2451-2452-2453-2454-2455-2456-2457-2458-2459-2460-2461-2462-2463-2464-2465-2466-2467-2468-2469-2470-2471-2472-2473-2474-2475-2476-2477-2478-2479-2480-2481-2482-2483-2484-2485-2486-2487-2488-2489-2490-2491-2492-2493-2494-2495-2496-2497-2498-2499-2500-2501-2502-2503-2504-2505-2506-2507-2508-2509-2510-2511-2512-2513-2514-2515-2516-2517-2518-2519-2520-2521-2522-2523-2524-2525-2526-2527-2528-2529-2530-2531-2532-2533-2534-2535-2536-2537-2538-2539-2540-2541-2542-2543-2544-2545-2546-2547-2548-2549-2550-2551-2552-2553-2554-2555-2556-2557-2558-2559-2560-2561-2562-2563-2564-2565-2566-2567-2568-2569-2570-2571-2572-2573-2574-2575-2576-2577-2578-2579-2580-2581-2582-2583-2584-2585-2586-2587-2588-2589-2590-2591-2592-2593-2594-2595-2596-2597-2598-2599-2600-2601-2602-2603-2604-2605-2606-2607-2608-2609-2610-2611-2612-2613-2614-2615-2616-2617-2618-2619-2620-2621-2622-2623-2624-2625-2626-2627-2628-2629-2630-2631-2632-2633-2634-2635-2636-2637-2638-2639-2640-2641-2642-2643-2644-2645-2646-2647-2648-2649-2650-2651-2652-2653-2654-2655-2656-2657-2658-2659-2660-2661-2662-2663-2664-2665-2666-2667-2668-2669-2670-2671-2672-2673-2674-2675-2676-2677-2678-2679-2680-2681-2682-2683-2684-2685-2686-2687-2688-2689-2690-2691-2692-2693-2694-2695-2696-2697-2698-2699-2700-2701-2702-2703-2704-2705-2706-2707-2708-2709-2710-2711-2712-2713-2714-2715-2716-2717-2718-2719-2720-2721-2722-2723-2724-2725-2726-2727-2728-2729-2730-2731-2732-2733-2734-2735-2736-2737-2738-2739-2740-2741-2742-2743-2744-2745-2746-2747-2748-2749-2750-2751-2752-2753-2754-2755-2756-2757-2758-2759-2760-2761-2762-2763-2764-2765-2766-2767-2768-2769-2770-2771-2772-2773-2774-2775-2776-2777-2778-2779-2780-2781-2782-2783-2784-2785-2786-2787-2788-2789-2790-2791-2792-2793-2794-2795-2796-2797-2798-2799-2800-2801-2802-2803-2804-2805-2806-2807-2808-2809-2810-2811-2812-2813-2814-2815-2816-2817-2818

[Faint handwritten notes, possibly bleed-through from the reverse side.]



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.
Nat'l. 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)

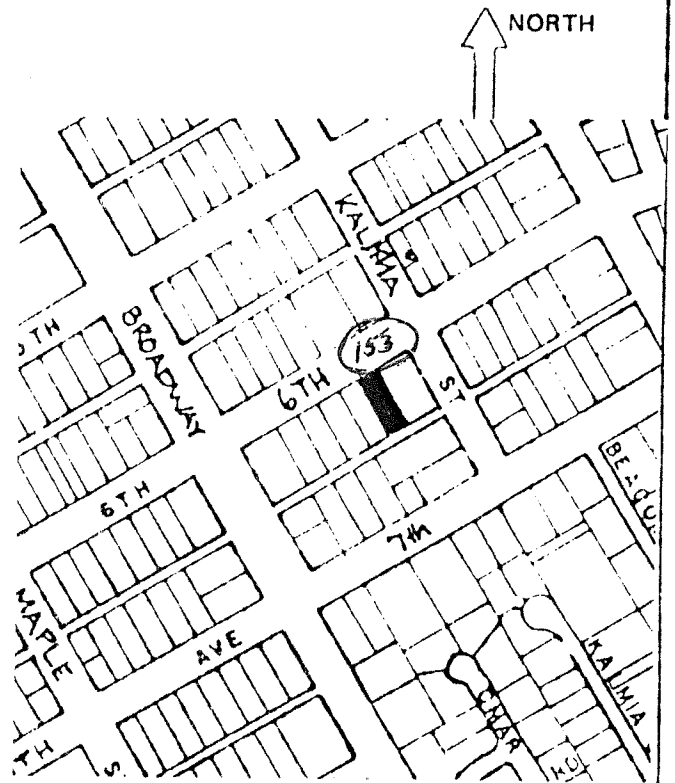
SIGNIFICANCE AND EVALUATION

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.

 LH **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

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.

 24 **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: September 19, 2019

TO: Historic Preservation Commission

FROM: Paul Bingham, Assistant Planner II

REQUESTS: Residence addressed as 134 West 6th Avenue (case number HP 19-0003)

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 June 2, 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 134 West 6th Avenue (APN 233-251-14-00). It consists of .09 acre with a 792 SF one story Craftsman bungalow which started construction in 1915, but was not completed until 1936. It is a twin to the house next door at 136 West 6th Avenue and both sit on nonconforming narrow lots. The structure's symmetrical porch with elephantine posts and vertical gable vent faces the street. The exterior is clad in horizontal wood siding. A matching garage with a pair of single bay doors faces the alley. 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 extensive 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: 134 West 6th Avenue
Property Owner: Dorothy Marron

1. Replace property fencing (completed)
2. Replace front door with period appropriate door (planned)
3. Repair existing wood-framed windows (planned)
4. Add period appropriate screens to existing windows (planned)
5. Reroof the main house (planned)
6. Remove satellite dish from roof and repair as needed (planned)
7. Repaint main house with period appropriate colors (planned)
8. Replace turf with drought tolerant landscaping (planned)
9. Upgrade electrical system in main house (planned)
10. Repair mortar on fireplace and install fireplace liner (planned)
11. Repair house foundation (planned)



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.	HP19-0003
Date Submitted:	8/23/19
Project Planner:	PPJL
Fees:	NA
Receipt No.:	NA
<input type="checkbox"/> Incomplete	Date of Notice
<input type="checkbox"/> Complete	Date

APPLICANT/CONTACT PERSON

Name (Print): Dorothy Marron
Address: 134 W. 6th Avenue
City, State, Zip: Escondido, CA 92025
Phone: (619) 584-0519
Fax: (619) 920-7060
E-mail: dotmarron@yahoo.com
Signature: [Signature]

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

Name (Print): Dorothy Marron
Address: 134 W. 6th Avenue
City, State, Zip: Escondido, CA 92025
Phone: (619) 584-0519
Fax: (619) 920-7060
E-mail: dotmarron@yahoo.com
Signature: [Signature]
(authorizing applicant to submit application)

SITE INFORMATION

Property Address: 134 W. 6th Ave, Esco.
Assessor's Parcel Number: APN 233-251-14-00
Historic Name: Schmeltz-O'Dell House

LANDMARK/LOCAL REGISTER INFORMATION

Historic Designation:
☒ Local ☐ State ☐ National
Date of Designation: 6/2/1992
Local Register Listing: ☒ Yes ☐ No
Date of Listing: 6/2/1992

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) Replace fences
- 2) Replace front door with period-appropriate door
- 3) Repair windows
- 4) Add period-appropriate window screens
- 5) Replace roof
- 6) Repair interior hardwood floors
- 7) Remove satellite dish from roof
- 8) Replace turf with drought-tolerant landscaping
- 9) Paint house
- 10) Upgrade electric
- 11) Repair fireplace mortar and add fireplace liner
- 12) Repair foundation
- 13) Remodel kitchen to match period style

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: 8/10/2019

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: 8/10/2019

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
Review Code

Reviewer

Date

Listings

Page 1 of 6 *Resource Name or #: (Assigned by recorder) 134 W. 6th Ave. Escondido, CA 92025

P1. Other Identifier: Smelz-O'Dell

*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 2018 T ; R ; of of Sec ; B.M.

c. Address 134 W. 6th 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, decimal degrees, etc., as appropriate)

Latitude: 33.116993, Longitude: -117.079144 APN 233-251-14-00 Legal: Lot 4, Block 115 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. Old Escondido Historic District

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

The Schmeltz-O'Dell House is a charming residence built in the California Bungalow style. Building began in 1915, but was not completed until 1936. It is a twin of the house next door at 136 W. 6th. The one-story, rectangular, California bungalow is a good representative of the bungalow style prevalent in the 1915-20s. The typical bungalow features are evident in the front facing gable, double-sash windows and small elephantine posts supporting the porch gable. The 3,484 square-foot lot is located on the north side of 6th Avenue (con't pg 2)

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

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

P5b. Description of Photo: (view, date, accession #) South (front of house), facing North, August 2019

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

1915-1936

*P7. Owner and Address:

Dorothy Marron,

134 W. 6th Ave. Escondido, CA 92025

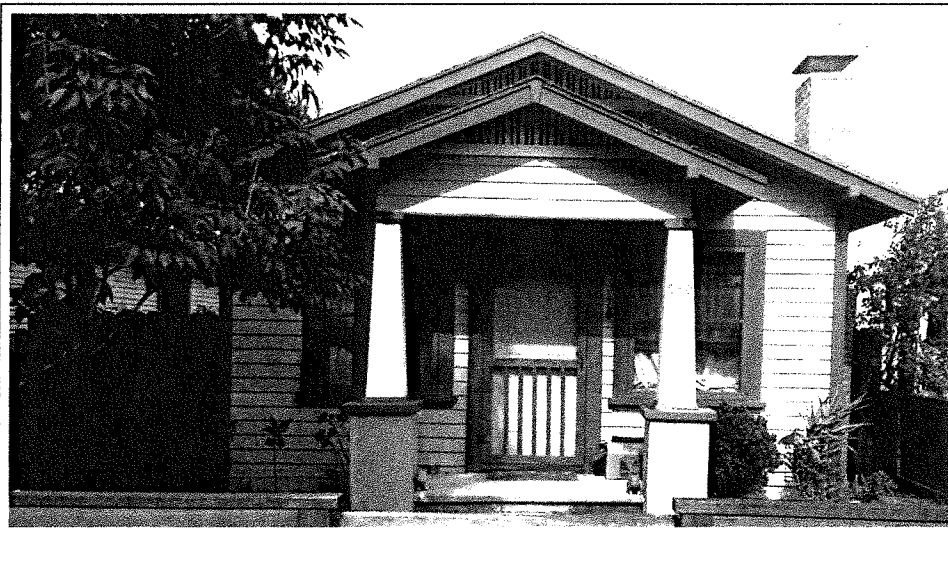
*P8. Recorded by: (Name, affiliation, and address) Dorothy Marron, 134 W. 6th Ave., Escondido, CA 92025

*P9. Date Recorded: August 5, 2019

*P10. Survey Type: Reconnaissance for Local Register 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): Copy of Escondido Historic Registry

CONTINUATION SHEET

Property Name: Schmeltz-O'Dell House, 134 W. 6th Avenue, Escondido, CA 92025

Page 2 of 6

page 2 of 6

*Resource Name or # (Assigned by recorder)

*Recorded by: *Date Continuation

Update

Continued from Page 1, P3a Description

halfway between Maple Street on the west and Broadway on the east. The 792-square-foot wood-framed house stands back from a small grassy, front yard. A low, craftsman-inspired fence encloses the front yard. A small tree has been planted on the west side of the yard. A concrete walkway leads from the sidewalk to the house. The two-bedroom, one-bath house has the original beveled $\frac{3}{4}$ " x 6" siding. The house is slightly elevated on floor joists. The foundation is concrete. The roof is composite shingle. There is a chimney on the east side of the house towards the front of the structure.



South Elevation: The front of the house faces south and features a small front porch. The porch roof is gabled and decorated with vertical lath. Small elephantine posts are supported by square concrete piers with caps. The porch floor is concrete.



West Elevation: The west side of the house features five windows; closest to the front, a large double-sash window partially filled with a window-unit air conditioner, in the middle a large double-sash window of equal size with the first window, there are two side-by-side double sash windows over the kitchen and, farthest from the front of the house is a small double-sash window located higher up the side of the house. It contains the original wavy glass panes. The entire side of the house is wood-shingled. The roof overhangs the side by 14 inches along all four sides of the house. There are two screened access points to the crawl space beneath the house.

CONTINUATION SHEET

Property Name: Schmeltz-O'Dell House, 134 W. 6th Avenue, Escondido, CA 92025

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*Resource Name or # (Assigned by recorder)

*Recorded by: *Date Continuation

Update



North Elevation: The back of the house has a door with a half window on the south side of the wall. There is a screen door in front of the door. There is a double-sash window slightly off center. The back of the house is wood-shingled. The roof overhangs the side by 14 inches. There is a concrete patio slab beneath a 10' x 14' deck. The deck was added by the current owner in 2017 and was built to complement the bungalow style of the house. The deck is covered with an arbor-style roof. A three-foot tall railing surrounds the deck. On the east side of the north elevation there is a tankless water heater installed sometime between 2013 and 2016. There is a screened access point to the crawl space beneath the deck. The gabled roof with

vertical lath decoration crowns the view of the house.



East Elevation: The east side of the house has four windows. The window closest to the rear is a double-sash window partially filled with a small window-unit air conditioner. A small double-sash window is located next over the bathroom. Side-by-side double-sash windows are located approximately half-way down the side of the house. One of windows contains a small window-unit air conditioner. The entire side of the house is wood-shingled. The roof overhangs the side by 14 inches along all four sides of the house. There are two small screened access points to the crawl space beneath the house.

An ancillary structure to the house is a garage in the backyard. The garage is partially located on 134 W. Sixth Avenue and partially located on 136 W. Sixth Avenue. Evidence suggests the garage was built in 1915 by William Schmeltz. It is referenced as a "tenement" in a 1915 deed of sale from the Schmeltz's to Nettie Ogilvie Oughten.

On the single lot to the south stands a house that is the "twin" of 134 W. Sixth Avenue. Like 134 W. Sixth Avenue, the house was begun in 1915 by William Schmeltz and was sold, unfinished shortly before his death in 1915. It was finished in 1929 in a similar style to 134 W. Sixth Avenue.

The Schmeltz-O'Dell house is currently in good condition. It was included as one of five homes on the 2018 Old Escondido Mother's Day Home Tour.

BUILDING, STRUCTURE, AND OBJECT RECORD

*Resource Name or # (Assigned by recorder)

*NRHP Status Code 7

Page 4 of 6

B1. Historic Name: Schmeltz-O'Dell House

B2. Common Name: Schmeltz-O'Dell House

B3. Original Use: Residence

B4. Present Use: Residence

*B5. Architectural Style: California Bungalow

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

William Schmeltz began construction of two houses on Nebraska Street in 1915. The property went through a series of owners, but no progress was made in completing the home until 1932 when Victor Schmeltz bought the property. Tax records show 1936 as the first year taxes were paid on improvements to the property. (con't. on)

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

*B8. Related Features: In the backyard there is a garage that spans this property and the property to the west. Approximately half the garage is on this property. The garage was built in 1915. At some time the roof was replaced. In 2016 a door on the south side of the garage was replaced with an exterior wood door. The doors on the north side of the garage were nailed shut at an unknown time.

B9a. Architect: unknown b. Builder: unknown

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

Period of Significance California Bungalow 1910-1940 Property Type Residential Applicable Criteria

Bungalows are a form of residential architecture that was widely popular across America between 1890 and 1940. Influenced by the Arts and Crafts movement, bungalow architecture emphasizes a horizontal link between the house and the land around it. The use of natural, local materials and colors also reinforce this home-earth relationship. (con't. on)

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

HP5

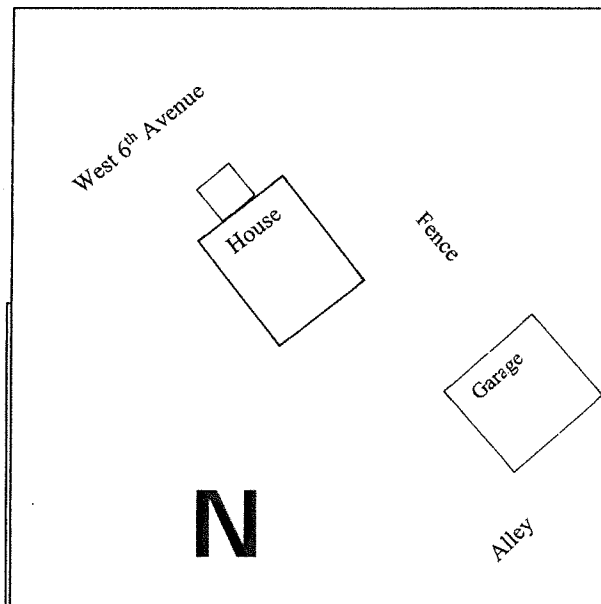
*B12. References: Escondido Directories 1915-1936 (Escondido History Center), Daily Times Advocate misc. articles, Sanborn Fire Maps of Escondido 1927, San Diego Assessor of San Diego California residential building record, San Diego County Recorder deed books 1892-present, City of Escondido Assessment Books 1915-1938, Veazie.org "Family of Arthur Cyril Schmeltz and Lola May Bartholomew", <http://calbungalow.com>, <https://artsandcraftshomes.com>

B13. Remarks: This property is zoned R-I-6. It falls within the Old Escondido Historic District. Its location within the historic district offers a level of protection; no threats to the property are known at this time.

*B14. Evaluator: Dorothy Marron, 134 W. 6th Avenue, Escondido, CA 92025

*Date of Evaluation: August 10, 2019

(This space reserved for official comments.)



CONTINUATION SHEET

Property Name: Schmeltz-O'Dell House, 134 W. 6th Avenue, Escondido, CA 92025

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Page 5 of 6 *Resource Name or # (Assigned by recorder)
*Recorded by: _____ *Date _____ ☒ Continuation
☒ Update

(continued from Page 4, Building Structure & Object Record, B6. Construction History).

There are no building permits for the house on file with the City of Escondido so it is difficult to tell if structural changes have been made. The current front porch is poured concrete and may have replaced a wood porch at an unknown time. A steel mesh chimney cap was added to the top of the chimney at an unknown time. The exterior ash dump door was removed and filled in with bricks at an unknown time. The window screens were removed at an unknown time. Sometime between 2011 and 2016 the 2 original sash windows in the south-side front of the house were replaced with double-sash windows in the same style as the original windows and screens were added. A small 10-feet x 14-ft deck with an arbor roof was built on the north side of the house in 2017. Overall, the house has had no significant alterations.

(continued from Page 4, Building Structure & Object Record, B10. Significance).

California Bungalows are commonly seen with Craftsman lines. A bungalow craze began in the late 1800s as the population of Southern California began to boom and spread to suburbs. An essential part of this mass suburbanization was "an innovative, small, single-family, simple but artistic dwelling; inexpensive, easily built, yet at the same time attractive to the new middle-class buyer." Enter the California Bungalow, a term that was in use by 1905 if not before.

This bungalow has a unique history. It was begun in 1915, but not completed until 1936. It contains features of the traditional California bungalow, but the coved ceilings and arched passages in the interior of the house are features commonly found in houses constructed in the 1930s. The long construction period and transitional style makes the house unique in Escondido. The property is also special because the house has a "twin" next door.

In 1915 William and Mary Schmelz, who owned the lots at 134 and 136 West Sixth Avenue began construction on two small California bungalows. Evidence and local lore suggest the bungalows were being built for the Schmeltz's identical twin sons, Arthur and Victor Schmeltz.

The Schmeltz family, William, Mary and sons David, Edward, and identical twins, Arthur and Victor moved to California from Dundee, Illinois. They settled in Escondido in 1907. William Schmeltz owned a hardware store in Escondido. The family also owned a citrus grove located near Idaho Street and San Pasqual Road. The house on Idaho Street is still there and now houses a furniture maker. William Schmeltz's hardware store was located in the old Leo Eacher building on Grand Avenue. He sold engines, pumps and windmills.

William Schmeltz fell ill in 1915, and William and Mary sold both properties to Nettie Ogilvie Oughten, the daughter of a Jamaican judge. William Schmeltz died in 1916. The properties changed hands numerous times. 1927 is the first year 134 W. 6th Avenue is sold as a separate unit from its "twin" 136 W. 6th Avenue. In 1930 the property was purchased by Emery Martin O'Dell and Mary O'Dell. The O'Dells owned the E.M. O'Dell Furniture Store in Escondido. Mary O'Dell was the widow of William Schmeltz. Her four sons worked in the furniture store. One of her sons, David, eventually became the owner of the furniture store. He renamed it Schmeltz Furniture store which eventually became Schmeltz Patio Florist. In 1932 the O'Dells sold the property to Edward Schmeltz, one of Mary's sons. In 1936 Mary O'Dell and Arthur Schmeltz each

CONTINUATION SHEET

Property Name: Schmeltz-O'Dell House, 134 W. 6th Avenue, Escondido, CA 92025

Page 6 of 6

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*Resource Name or # (Assigned by recorder)

*Recorded by: _____ *Date _____ ☐ Continuation

☐ Update

paid half the property taxes on the property. It was the first year taxes were paid on "improvements to the land". Edward Schmeltz sold the property to Arthur Schmeltz in 1943. The property left the Schmeltz family for good in 1946. The house passed through several hands until 1955 when the house was purchased by Emma Nack.

Emma Nack was one of the first school teachers in Escondido. She began teaching in Escondido in the early 1900s. She taught in a one-room, eight-grade school house. In 1963 she was crowned Miss Escondido Diamond Jubilee Queen for the city's 75th birthday celebration.

The house is currently owned by Dorothy Marron. She works for a computer software company. During her free time she is active in the San Diego Jane Austen Society, and the House of England in Balboa Park. She is a board member of the Old Escondido Historic District.

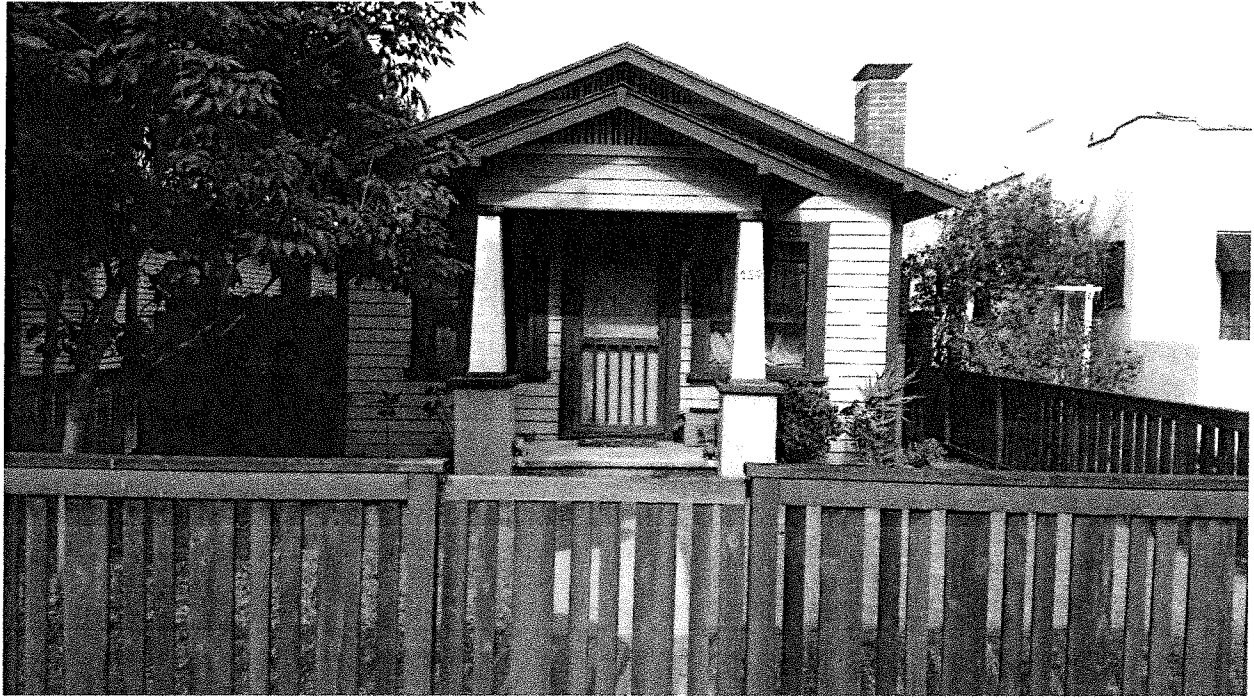
Chain of Title 134 West 6th Avenue, Escondido, CA 92025

History of 134 W. 6th Avenue, Escondido, CA

Year	Date	Grantor	Grantee
1892	July 23	W. Parrish, et al.	T. L. Lewis
1892	September 27	T. L. Lewis	Mary Lewis
1905	February 20	T. L. Lewis and Mary Lewis	George Dunn
1905	May 22	George Dunn	Josie S. Garrett
1909	November 3	Josie S. Garrett	William Schmeltz
1911	December 11	William Schmeltz	Mary A. Schmeltz
1915	May 28	William Schmeltz and Mary Schmeltz	Nettie Ogilvie-Oughton
1923	September 8	Nettie Ogilvie-Oughton	William E. Jones
1923	November 2	City of Escondido Quit Claims	H. L. Gongwer
1927	October 31	William E. Jones and Josephine Lindsay Jones	George Graves and Violet Graves
1930	December 16	George Graves and Violet Graves	E.M. O'Dell and Mary O'Dell
1932	April 28	E.M. O'Dell and Mary O'Dell	Edward Schmeltz
1943	March 29	Victor C. Schmeltz and Margarette Schmeltz quit claim	Arthur Schmeltz and Lola Schmeltz
1943	March 30	Edward Schmeltz and Selma Schmeltz	Arthur Schmeltz and Lola Schmeltz
1946	February 19	Arthur and Lola Schmeltz	Norman Strong and Elsa Strong
1946	April 20	Norman Strong and Elsa Strong	Charles D. Brown
1951	January 5	Charles D. Brown	Lawrence Brown
1955	December 19	Lawrence Brown	Emma C. Nack
1972	July 14	Emma C. Nack	Carrie Heramb and Richard Heramb
1990	November 20	Richard C. Heramb and Carrie M. Heramb	Lorin W. Jenkins and Karen E. Jenkins
1999	November 11	Lorin W. Jenkins and Karen E. Jenkins	Carmelo Jiminez
2002	October 28	Carmelo Jiminez	Thomas Davis
2011	April 28	Reconstruct Co.	Grangetto Group Inc, et al
2011	August 10	Grangetto Group Inc., et al	Michael P. McGaugh
2017	February 27	Michael P. McGaugh	Dorothy J. Marron

House Photos 134 W. 6th Avenue

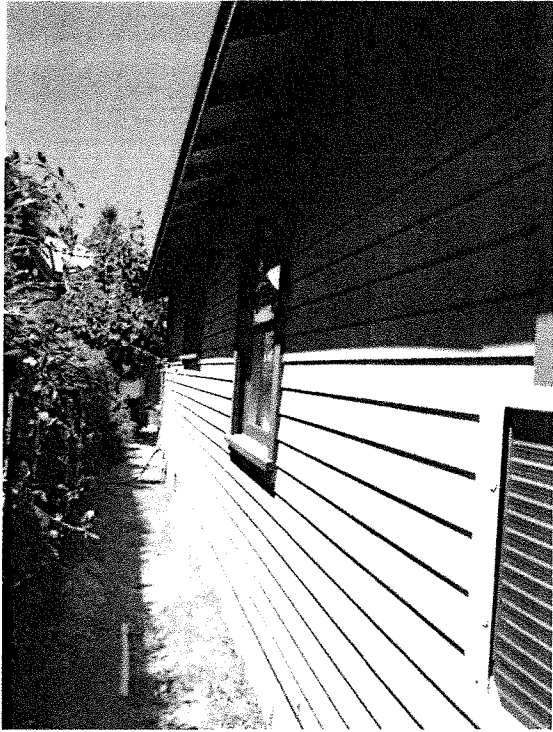
Front of House



Back of House



West Side of House



East side of house



City of Escondido
HISTORIC RESOURCES INVENTORY

IDENTIFICATION AND LOCATION

1. Historic Name

Ser.No.

Natl. Reg. Status

Local Designation

Local Ranking significant

2. Common or Current Name

3. Number & Street 134 W. Sixth Avenue

Cross-Corridor

City: Escondido Vicinity Only

Zip 92025 County: San Diego

4. UTM zone A B

C Zone 11 D

5. Quad map No. Parcel No. 233-251-14

Other

DESCRIPTION

6. Property Category

If district, number of documented resources

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

This one-story rectangular California bungalow with clapboard siding and a medium-pitched gabled roof is in excellent condition. The gable ends face front and back with matching porch roof to the front. Vertical lath decorates the top of the gable. A wide double-hung wood sash window is located on each side of 15-light front door. The brick chimney and double-hung wood windows adorn the west side. Small elephantine posts are supported by square concrete piers with caps. 130 is a twin to 136 next door.

The architectural style is: California bungalow

The condition is: excellent

The related features are: matching garage

The surroundings are: residential

The boundaries are:



8. Planning Agency

City of Escondido

9. Owner and Address

Richard C. & Carrie M. Heramb

1756 Lorraine Place

Escondido 92025

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)

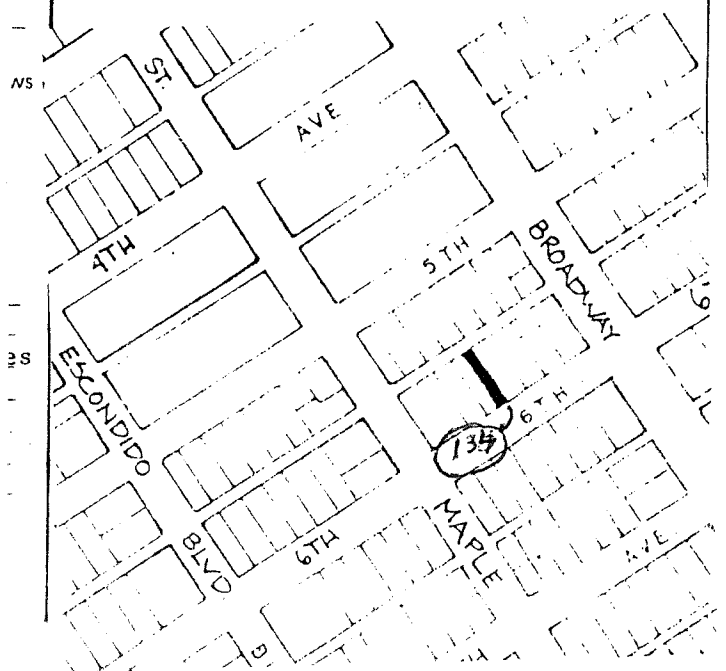
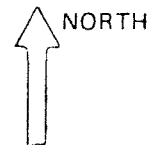
SIGNIFICANCE AND EVALUATION

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.

This structure, while not being of great architectural or historic significance alone, may be a contributing building in the formation of an historic district. This is a well-maintained home in the neighborhood with much of its original housing stock.

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: 134 West Sixth Avenue

Existing Use: Residence

Zoning: R-1-6

General Plan Designation: Urban 1

Tier Designation: Central/Tier 1

Construction Date: 1915

Meets Ordinance Criteria 2 and 5 for Local Register Listing.

Justification for Register Listing:

This one-story, rectangular, California bungalow is a good representative of the bungalow style prevalent in the 1915-20s. The typical bungalow features are evident in the front facing gable, double-sash windows and small elephantine posts supporting the porch gable.

Staff Recommendation:

Staff recommends this resource be placed on the Local Register.

Commission Action:

On June 2, 1992, the Commission voted unanimously to approve placing this resource on the Local Register.

LR-

PL\T0221-03

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

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

THIS SPACE FOR RECORDER'S USE ONLY

HISTORIC PROPERTY PRESERVATION AGREEMENT

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

Recitals

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

Agreement

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

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

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

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

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

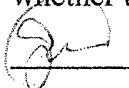
- i. Dilapidated, deteriorating, or unrepaired structures, such as fences, roofs, doors, walls, and windows;
- ii. Scrap lumber, junk, trash, or debris;
- iii. Abandoned, discarded, or unused objects or equipment, such as automobiles, automobile parts, furniture, stoves, refrigerators, cans, containers,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

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

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

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

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

 OWNER'S INITIALS

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

 OWNER'S INITIALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Remainder of page left intentionally blank.)

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

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

CITY OF ESCONDIDO

Dated: _____

By: _____
Mayor

Dated: _____


By: _____
City Clerk

OWNER

Dated: _____

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

Dated: 8/23/2019

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.3
Date: September 19, 2019

TO: Historic Preservation Commission

FROM: Adam Finestone, Principal Planner

PROJECT: Proposed Downtown Project: Aspire (Case No. PHG 19-0014)

LOCATION: 137 W. Valley Parkway

APPLICANT: Touchstone Communities, LLC

PROJECT DESCRIPTION:

A Master and Precise Development Plan to construct a six-story, mixed-use structure in the Historic District of the Downtown Specific Plan containing 131 apartment units, 4,289 square feet of commercial space, underground parking, and an outdoor common area with a pool for residents. The site currently is a municipal parking lot containing 118 public parking spaces. The proposed structure would be 67 feet in height with parapet walls and a tower element that extends up to 75 feet in height. The project would provide 30-studios, 46 1-bedroom and 55 2-bedroom units ranging in size from 370 square feet to 1,293 square feet. A two-story garage would contain 212 parking spaces with 153 spaces for residents (including 19 tandem spaces) primarily in the basement and 59 spaces for public parking on the ground level. An additional 17 public parking spaces would be provided along the alley. Zoning provisions allow a density of 75 units per acre for a maximum of 79 units at the site. The request includes a density bonus of 35% or 28-units (including 9 units for Very Low Income households) and incentives to provide affordable housing, and an allocation of 24 units from the Density Transfer Program for the Downtown Specific Plan area through a Development Agreement.

Additional information and exhibits can be found in the August 27, 2019, Planning Commission staff report at the following link: <https://www.escondido.org/Data/Sites/1/media/agendas/PC/2019/08.27.19PCAgendaPacket.pdf>.

STAFF REQUEST:

Staff is requesting input from the HPC on the proposed project. A summary of the discussion will be included with the City Council staff report for this item.