



CITY of ESCONDIDO

PLANNING COMMISSION MEETING

September 24, 2024 at 7:00 PM

Council Chambers: 201 North Broadway, Escondido, CA 92025

WELCOME TO YOUR COMMISSION MEETING

We welcome your interest and involvement in the legislative process of Escondido. This agenda includes information about topics coming before the Commission.

CHAIR

Stan Weiler

VICE CHAIR

David Barber

COMMISSIONERS

Carrie Mecaro

Barry Speer

Jeff Jester

Dustin Steeve

Marc Correll

MINUTES CLERK

Alex Rangel

HOW TO WATCH

The City of Escondido provides one way to watch a Commission meeting:

In Person



201 N. Broadway, Escondido, CA 92025



CITY of ESCONDIDO

PLANNING COMMISSION

TUESDAY, SEPTEMBER 24, 2024

HOW TO PARTICIPATE

The City of Escondido provides two ways to communicate with the Commission during a meeting:

In Person



Fill out Speaker Slip and Submit to City Clerk

In Writing



<https://escondido-ca.municodemeetings.com>

ASSISTANCE PROVIDED

If you need special assistance to participate in this meeting, please contact our ADA Coordinator at 760-839-4869. Notification 48 hours prior to the meeting will enable the city to make reasonable arrangements to ensure accessibility. Listening devices are available for the hearing impaired – please see the City Clerk.





CITY of ESCONDIDO

PLANNING COMMISSION

TUESDAY, SEPTEMBER 24, 2024

AGENDA

CALL TO ORDER

FLAG SALUTE

ROLL CALL

APPROVAL OF MINUTES

- [1.](#) August 27, 2024 Meeting Minutes

WRITTEN COMMUNICATIONS

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.

ORAL COMMUNICATIONS

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.

This is the opportunity for members of the public to address the Commission on any item of business within the jurisdiction of the Commission.

PUBLIC HEARINGS

Please limit your testimony to three minutes.

- [2.](#) **PL24-0057/PL22-0396/PL22-0397/PL22-0398/PL24-0198 - Mission/CCP Drive-Through Facilities**

REQUEST: Approve Resolution No. 2024-17 recommending approval to City Council of a Tentative Parcel Map to allow the subdivision of a 3.74-acre property comprised of two parcels into four parcels; three Conditional Use Permits for drive-through facilities; a Design Review Permit for the construction of the facilities; and a non-emergency demolition of an existing building (over 50 years old) previously occupied by a restaurant use. The project includes ancillary improvements including but not limited to landscaping, frontage and circulation improvements. The request also includes adoption of the environmental document prepared for the project.

PROPERTY SIZE AND LOCATION: The 3.74-acre site is located on W Mission Avenue and Centre City Parkway and is addressed at 501 – 503 W Mission Avenue. (Assessor's Parcel Number(s): 229-171-30-00 and 229-171-29-00)



CITY of ESCONDIDO

PLANNING COMMISSION

TUESDAY, SEPTEMBER 24, 2024

APPLICANT: 503 W Mission LLC

CEQA RECOMMENDATION: Categorical Exemption – CEQA Guidelines Section 15331 (Historic Resources Restoration / Rehabilitation)

STAFF RECOMMENDATION: Approval

CITY COUNCIL HEARING REQUIRED: YES NO

CURRENT BUSINESS

3. PL24-0147 – 522 E. 6th Avenue

REQUEST: Recommend the City Manager authorize a Mills Act Contract for a property owner of a single-family residence at 522 E. 6th Avenue with future preservation of the historic resource.

PROPERTY SIZE AND LOCATION: The 7,000 square foot site is located on 6th Avenue and is addressed at 522 E. 6th Avenue (Assessor's Parcel No.: 233-291-11-00)

APPLICANT: Lorene Hatley

CEQA RECOMMENDATION: Categorical Exemption – CEQA Guidelines Section 15331 (Historic Resources Restoration / Rehabilitation)

STAFF RECOMMENDATION: Approval

CITY COUNCIL HEARING REQUIRED: YES NO

FUTURE AGENDA ITEMS

ORAL COMMUNICATIONS

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.

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PLANNING COMMISSIONERS REPORT

CITY PLANNER'S REPORT

4. Tentative Future Agenda



CITY of ESCONDIDO

PLANNING COMMISSION

TUESDAY, SEPTEMBER 24, 2024

ADJOURNMENT



CITY of ESCONDIDO

PLANNING COMMISSION MINUTES

August 27, 2024 at 7:00 PM

Council Chambers: 201 North Broadway, Escondido, CA 92025

WELCOME TO YOUR COMMISSION MEETING

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Dustin Steeve

MINUTES CLERK

Alex Rangel

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In Person



201 N. Broadway, Escondido, CA 92025



CITY of ESCONDIDO

PLANNING COMMISSION MINUTES

TUESDAY, AUGUST 27, 2024

MINUTES

CALL TO ORDER: 7:00 p.m.

FLAG SALUTE: Stan Weiler

ROLL CALL:

Commissioners Present: Stan Weiler, Chair; Marc Correll, Commissioner; Jeff Jester, Commissioner; Carrie Mecaro, Commissioner; and Dustin Steeve, Commissioner.

Commissioner Absent: David Barber, Vice Chair; Barry Speer, Commissioner.

City Staff Present: Veronica Morones, City Planner; Dare DeLano, Senior Deputy City Attorney; Owen Tunnell, Assistant City Engineer; Vicrim Chima, Contract Planner; Alex Rangel, Minutes Clerk.

1. APPROVAL OF MINUTES: July 23, 2024

Motion: Commissioner Correll; Second: Commissioner Mecaro.

Motion carried (4-0) to approve the minutes.

Ayes: Correll, Jester, Mecaro, Steeve.

Abstain: Weiler.

Absent: Barber, Speer.

WRITTEN COMMUNICATIONS:

None.

ORAL COMMUNICATIONS:

None.

PUBLIC HEARINGS:

2. PL23-0335 – 15051 Charity Drive / New Wireless Communications Facility

REQUEST: A Conditional Use Permit to construct a new freestanding 40'-0" tall Wireless Communication Facility (WCF) supporting three new antennas ("Project"). The proposed mono-eucalyptus is designed with stealth technology and clad in synthetic materials to simulate a Eucalyptus tree. The proposed mono-eucalyptus will be supported by new ground and wall mounted equipment, including a 20-kW diesel generator for backup power. The request also includes the construction of a ground level enclosure surrounded by an 8'-0" tall CMU wall to house supportive equipment for the WCF and associated landscaping.



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TUESDAY, AUGUST 27, 2024

PROPERTY SIZE AND LOCATION: The 10.01-acre site is located on Charity Way and is addressed at 15051. (Assessor's Parcel Number: 241-090-18-00)

ENVIRONMENTAL STATUS: Categorical Exemption – CEQA Guidelines Section 15303 (New Construction and Conversion of Small Facilities and Structures)

APPLICANT: Qualtek Wireless, LLC.

STAFF RECOMMENDATION: Approval.

PUBLIC COMMENT:

None.

COMMISSION DISCUSSION:

The commissioners did not have discussion regarding the project.

COMMISSION ACTION:

Motion to approve Planning Commission Resolution No. 2024-14, approving the project as conditioned.

Motion: Commissioner Jester. Second: Commissioner Mecaro.

Motion carried (5-0) to approve the project.

Ayes: Correll, Jester, Mecaro, Steeve, Weiler.

Absent: Barber, Speer.

CURRENT BUSINESS

3. PL24-0101 / 546 E. 6th Avenue Mills Act Request

REQUEST: Recommend to the City Manager authorization of a Mills Act Contract to assist the property owners of a single-family residence at 546 E. 6th Avenue with future preservation of the historic resource.

PROPERTY SIZE AND LOCATION: The 10,500 square foot site is located on 6th Avenue and is addressed at 546 E. 6th Avenue (Assessor's Parcel Nos.: 233-291-14-00 and 233-291-15-00).

ENVIRONMENTAL STATUS: Categorical Exemption – CEQA Guidelines Section 15331 (Historic Resources Restoration / Rehabilitation)

APPLICANT: Rodney L. George & Denise A. Lincoln

STAFF RECOMMENDATION: Approval



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PUBLIC COMMENT:

None.

COMMISSION DISCUSSION:

The Commissioners discussed various aspects of the project, including the intent of the agreement and the future preservation efforts of the home.

COMMISSION ACTION:

Motion to approve Planning Resolution No. 2024-15, recommending to the City Manager the execution of a Mills Act contract for the property.

Motion: Commissioner Mecaro. Second: Commissioner Correll.

Motion carried (5-0) to approve the project.

Ayes: Correll, Jester, Mecaro, Steeve, Weiler.

Absent: Barber, Speer.

4. Old Escondido Neighborhood Recommendation

REQUEST: Discussion regarding how to elevate the profile of the Old Escondido Neighborhood District and forward a recommendation to the City Council.

PROPERTY SIZE AND LOCATION: N/A

ENVIRONMENTAL STATUS: Not a project under CEQA, pursuant to CEQA Guidelines section 15378(b)(5).

APPLICANT: N/A

STAFF RECOMMENDATION: Approval

PUBLIC COMMENT:

None.

COMMISSION DISCUSSION:

The Commissioners discussed various aspect of the Old Escondido Neighborhood and Historic Preservation, including the City's jurisdiction, previous efforts regarding historic preservation, and outside jurisdictions' historic preservation.

COMMISSION ACTION:

None.



CITY of ESCONDIDO

PLANNING COMMISSION MINUTES

TUESDAY, AUGUST 27, 2024

FUTURE AGENDA ITEMS:

None.

ORAL COMMUNICATIONS:

None.

PLANNING COMMISSIONERS:

None.

CITY PLANNER'S REPORT:

City Planner Morones provided a Tentative Future Agenda for the upcoming September 24, 2024 Planning Commission meeting.

ADJOURNMENT

Chair Weiler adjourned the meeting at 7:54 p.m.

Veronica Morones. Secretary to the Escondido
Planning Commission

Alex Rangel, Minutes Clerk

PLANNING COMMISSION

Agenda Item No.: 2
Date: September 24, 2024

TO: Planning Commissioners

FROM: Planning Staff

SUBJECT: **Agenda Item No. 2** – Mission/CCP Drive-Throughs: PL24-0057/PL22-0396/PL22-0397/PL22-0398/PL24-0198

On September 19, 2024, City staff received a request from the applicant to **continue Agenda Item No. 2** to the regular meeting of the Escondido Planning Commission scheduled for October 8, 2024 at 7:00 PM. Agenda Item No. 2 entails a request for a Tentative Parcel Map, Conditional Use Permits, Non-Emergency Demolition Permit, and Design Review Permit for construction of three new drive-through facilities at 501 – 503 W Mission Avenue.

The October 8, 2024 meeting will be held in the Escondido Council Chambers located at 201 N. Broadway, Escondido, CA 92025.

For any questions related to this item, please contact Ivan Flores, Senior Planner, at (760) 839-4529 or Ivan.Flores@Escondido.gov



CITY of ESCONDIDO

STAFF REPORT

BACKGROUND

Property Background

On May 5, 1992, the Historic Preservation Commission voted unanimously to list the single-family residence located at 522 E. 6th Avenue (APN 233-291-11-00) on the City’s Local Register of Historic Places, determining the home meets two of the seven criteria listed under the City of Escondido’s Zoning Code (“EZC”) Section 33-794 of Article 40 (Historical Resources). The residence meets Criteria 5: resources with a minimum of 50 years of age, and Criteria 7: presence of distinguishing architectural characteristics. This decision was part of the initial effort by the City of Escondido to establish the City’s Historic Preservation efforts as part of the 1990 General Plan update.

The project site is located within the Old Escondido Neighborhood on the north side of 6th Avenue between Hickory and Grape Street, addressed as 522 E. 6th Avenue. The project site contains an 878 square-foot single-family residence, constructed in the “Craftsman Bungalow” architectural style, with key elements of the “Provincial Revival” architectural style on some of its roofing and siding features. The property also includes a detached board-and-batten garage and workshop, painted in the style of the main residence on a lot totaling 7,000 square-feet.

Mills Act Contract and Property Application:

The subject property is on the City of Escondido’s Local Register of Historic Resources and eligible to submit for the Mills Act, a state law passed in 1972 enabling owners of designated historic properties to enter into a preservation/restoration contract with their local legislative body in order to receive a reduction in their property taxes per California Government Code Section 50280. A property owner may apply for a Mills Act contract if their subject property is listed on the Local, State, or National Historic Register. Following the applicant’s submittal, the Mills Act contract is subject to Article 40, Section 33-799(e) of the EZC, which grants the City Manager the authority to execute agreements and/or contracts necessary for the City’s historic register incentive programs, and the Planning Commission acts as the legislative body required by Government Code Section 50280 to authorize and recommend the agreement.

SUMMARY OF REQUEST

The applicant requests execution of a Mills Act agreement with the City of Escondido for the single-family residence located at 522 E. 6th Avenue. The applicant intends to utilize the reduced property taxes in order to assist with restoration and preservation of the subject property through regular maintenance and scheduled improvements to the existing structures on-site. Application materials for this request include a California Department of Parks and Recreation (“DPR”) 523 report (Attachment 1) which describes the historic nature of the resource, and a list of proposed improvements pursuant to the Mills Act agreement (excerpted under the analysis section of this report).

SUPPLEMENTAL DETAILS OF REQUEST

- 1. Property Size: 0.16 gross acres / 7,000 SF
- 2. Original Construction Date: c. 1910 (San Diego County Assessor Record)
 - a. Significant improvements: 1947 – Installation of 360 SF detached garage (Permit 1194)
2010 – Exterior window replacement (ADM10-0125)
2014 – Exterior paint (ADM14-0018)



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PROJECT ANALYSIS

1. General Plan Conformance:

The General Plan's Resource Conservation Element, Section G, identifies the City's Historic and Cultural Resources and the need for preserving and interpreting the community's past. Conservation of the City's archaeological, cultural, and agricultural resources serves to foster the community's appreciation of Escondido's past, and provides an important perspective and economic opportunity for future planning efforts. Goal 5 of the Resource Conservation element identifies "Historic and Cultural Resources," and the preservation of important cultural and paleontological resources that contribute to the unique identity and character of Escondido.

- a. Cultural Resources Policy 5.5 – Preserve historic buildings, landscapes, and districts with special and recognized historic or architectural value in their original locations through preservation, rehabilitation (including adaptive reuse), and restoration where the use is compatible with the surrounding area.
 - i. The applicant is requesting to enter into a Mills Act agreement with the City, which will provide fiscal incentive to the applicant to preserve, maintain, and improve the property as a historic resource.
- b. Cultural Resources Policy 5.6 – Review proposed new development and/or remodels for compatibility with the surrounding historic context.
 - i. As part of the Mills Act agreement's scheduled improvements, the City will review any and all improvements through the "Certificate of Appropriateness" process to ensure conformance with the Secretary of the Interior's guidelines for the treatment of historic resources, and the City's adopted Design Guidelines for Homeowners of Historic Resources.

2. Historic Research and Review:

The applicant conducted historic research and data collection to support the criteria outlined in Section 33-794(c) of the EZC. The DPR form provided under Attachment 1 details the results of the research and data collection. The DPR form includes historic background on the residence and property, provides descriptive information of the architectural style, and details interior and exterior historical aspects of the residence. The DPR form provides context for the current state of the subject property, which provides the City and the property owner the basis for determining proposed improvements to be made throughout the Mills Act contract's duration.

a. Mills Act Contract:

A Mills Act contract (also referred to as a "historic property preservation agreement") is valid for a minimum of ten years, and is automatically renewed each year unless a notice of non-renewal is filed by the property owner or the City. The terms of the contract require the property owner commit to maintaining the structure and surrounding property, as detailed in the Mills Act contract and its improvement schedule below. For the full draft contract, please refer to Attachment 3. The contract requires the property owner to adhere to the Secretary of the Interior's Standards for the listed improvements. City staff informed the property owner/applicant that all of the proposed modifications outlined in the Mills Act contract will require staff review at the time of the proposed



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STAFF REPORT

improvement, to ensure compliance with the Mills Act agreement and the City’s Historic Preservation requirements through the Certificate of Appropriateness process outlined in EZC Section 33-798 of Article 40.

The City may allow for previously completed improvements to the subject property to qualify as part of the Mills Act contract’s list of scheduled improvements, provided they are in conformance with approved standards as mentioned above. The property owner is requesting one completed repair as a part of their list of scheduled improvements, consisting of the attic window repair due to water damage vulnerability. City staff recommend the completed repair be included as part of this contract agreement as it is found to be in conformance with historic preservation.

<u>b. Summary of Proposed Improvements</u>	<u>Cost Estimate</u>
i. Attic window repair and replacement (Architectural, Property Maintenance) - Completed	\$7,000
ii. Slab, concrete, flooring repair in detached garage (Structural Integrity)	\$6,300
iii. Repair of interior fixtures within garage space (Interior)	\$5,500
iv. Replacement of garage door with period-appropriate fixture (Architectural)	\$1,500
v. Asphalt shingle roofing replacement (Architectural, Property Maintenance)	\$13,200
vi. Repair of existing casement windows (Property Maintenance, Architectural)	\$3,200
vii. Replacement of primary entry door with period-appropriate fixture (Architectural)	\$1,000
viii. Replacement of interior attic stairway for access and utility (Interior)	\$12,000
ix. Improvements to front porch rail, front yard area (Beautification)	\$900
Total estimated cost of scheduled improvements:	\$50,600

FISCAL ANALYSIS

Approval of a Mills Act contract will reduce the property tax burden of the homeowner, and proportionately reduce the City’s share of property taxes. The annual tax revenue loss to the City is typically estimated to be approximately \$200 for each property. The City currently has entered into 108 Mills Act contracts; however, a complete fiscal analysis on the aggregate loss of property taxes to the City has not been conducted at this time.



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STAFF REPORT

Item 3.

ENVIRONMENTAL ANALYSIS

California Environmental Quality Act (“CEQA”) Guidelines list classes of projects that have been determined not to have a significant effect on the environment and as a result are exempt from further environmental review under CEQA. The Project qualifies for an exemption under CEQA Guidelines section 15331 (Historic Resources Restoration/Rehabilitation) because the request ensures maintenance and repair of a historical resource in a manner consistent with the Secretary of the Interior’s Standards for the Treatment of Historic Properties. The CEQA Notice of Exemption prepared for the Project is incorporated into this staff report by this reference (refer to Attachment 3). The Notice of Exemption demonstrates that the Project qualifies for this exemption and would not have a significant effect on the environment.

PUBLIC INPUT

None.

CONCLUSION AND RECOMMENDATION

Based on the analysis contained in this staff report, staff recommends the Planning Commission approve Resolution 2024-16, recommending to the City Manager the execution of a Mills Act contract for the property.

ATTACHMENTS

1. California Department Parks and Recreation form 523
2. Notice of Exemption
3. Planning Commission Resolution 2024-16

State of California & The Resources Agency DEPARTMENT OF PARKS AND RECREATION PRIMARY RECORD		Primary #	
	Other Review Code	HRI #	
		Trinomial	
		NRHP Status Code	
		Reviewer	Date
			Listings

Page 1 of 2 *Resource Name or #: (Assigned by recorder) _____
 P1. Other Identifier: _____

*P2. Location: Not for Publication Unrestricted
 *a. County San Diego and (P2c, P2e, and P2b or P2d. Attach a Location Map as necessary.)
 *b. USGS 7.5' Quad _____ Date _____ T ___; R ___; ___ of ___ of Sec ___; B.M. _____
 c. Address 522 E. 6th Ave. City Escondido
 Zip 92025
 d. UTM: (Give more than one for large and/or linear resources) Zone 11, 4928 mE/ 4931 mN
 e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, decimal degrees, etc., as appropriate)

*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)
 This single story, clapboard-sided house is an excellent example of the Craftsman Bungalow style home with elements of Provincial Revival with its steep sloped, French or English-style roof and eyebrow dormers on the East and West sides. Additionally, there is a small, curved eyebrow dormer facing the front (south facing side) of the home, showing horizontal, small wooden slats for venting. Curved beam ends ring the hip roof and vertical boards trim the corners. There is a projecting, slanted bay window in the front of the home sporting a solid picture window in the center, and casement windows on the side. The east half of the front façade contains a recessed porch with square posts.



*P3b. Resource Attributes: (List attributes and codes) _____
 *P4. Resources Present: Building
 Structure Object Site District
 Element of District Other (Isolates, etc.)
 *P5b. Description of Photo: (view, date, accession #) front of building, south elevation, facing south, April 2024
 *P6. Date Constructed/Age and Source: Historic Prehistoric
 Both
1906
 *P7. Owner and Address:
Lorene Hatley
2418 Stevens Pl

Escondido, CA 92027
 *P8. Recorded by: (Name, affiliation, and address) Jordan Z Marks, San Diego County Recorder, 1600 Pacific Hwy, San Diego, CA 92101

*P9. Date Recorded Dec 4, 2023
Reconnaissance for Mills Act nomination

State of California ♦ The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

PRIMARY RECORD

Primary #
HRI #
Trinomial
NRHP Status Code
Reviewer

Other
Review Code

Date

Listings

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

P1. Other Identifier: _____

*P10. Survey Type: (Describe)

none

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

none

*Attachments: NONE Location Map Continuation Sheet Building, Structure, and Object Record
 Archaeological Record District Record Linear Feature Record Milling Station Record Rock Art Record
 Artifact Record Photograph Record Other (List): List of deeded owners (chain of title), legal description, residential building record, interview with long term owner, Beverly Shilling

State of California X The Resources Agency Primary #
DEPARTMENT OF PARKS AND RECREATION HRI#
BUILDING, STRUCTURE, AND OBJECT RECORD

*Resource Name or # (Assigned by recorder) _____ *NRHP Status Code _____
Page 1 of 2

B1. Historic Name: none
B2. Common Name: none
B3. Original Use: single family residence B4. Present Use: single family residence
*B5. Architectural Style: Craftsman and Provincial Revival

*B6. Construction History: (Construction date, alterations, and date of alterations)
This structure was built between 1906 and 1907, according to County assessor records. The home was built by Cora E. Bernard and Edna Kipling-Sterns, who owned the lot at that time (Lot 3 block E). The lot was one of 4 lots (1,2,3,4) owned by Cora E. Bernard, starting at the North East corner of Hickory St and moving E/B on the North Side of 6th Ave. (Note: this section of E 6th Ave was labeled as 8th Ave until 1930, when it became E.6th Ave. See attached copy of 1912 plat map which shows 1912 street designation) See chain of title for complete list of owners.

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

*B8. Related Features: There is an approx. 19'X19' detached single car garage on the property with an attached workshop. The workshop is on the West side of the Single car garage and has an entrance door. The single car garage has a roll up garage door. It is unknown when the single car garage was originally built, but may have been built contemporaneous with the home as it also has a steeply pitched roof line and is located at a convenient spot on the property for storing a carriage, horseless or not. Additionally, a 14x14 work shop with double entrance doors was built at a later date and is located to the West of the single car garage/workshop structure. This workshop was used by a later owner, William Shilling, for handcrafting the kitchen, living room, and bathroom cabinets that are in the home today. (see attached biography on Beverly Shilling.)

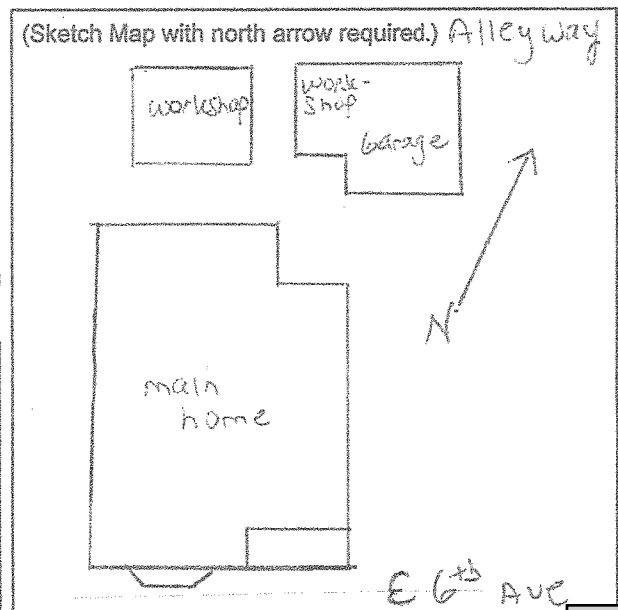
B9a. Architect: none b. Builder: Bernard/Kipling-Sterns

*B10. Significance: Fine quality and unusual features distinguish this home and render it significant to the streetscape of the east side of the Escondido Historic District, and in particular, to the North side of the 500 blk of E. 6th Ave. This home is a stand out as it is in the craftsman bungalow style, but also has a steeply pitched roof line, indicative of the Provincial Revival style named from the steep roof lines of the chateaux homes in provinces of France.

Area Central Escondido, Old Escondido Historic District
Period of Significance Calif Craftsman C 1906 Property Type single family home
Applicable Criteria _____ (Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.)

The Craftsman Bungalow was a popular style of home between 1890 and 1940. The homes had a simple design, were functional, easy to care for, and affordable to an ever growing population in need of housing. Before WWI (approx. 1915), a bungalow could be built for as little as \$900 (this is reflected in the tax assessment for this home, which rose from an empty lot assessment of \$350 to \$700 when this home was built in 1906). After WWI, the price for a bungalow type home rose to approx. \$3500 and obviously continued to rise after that. Bungalow designs were spread by the practice of building from mail-order plans available from catalogs, the most popular of which was the Sear Roebuck catalogs which started selling prefabricated kit homes in 1908 for as little as \$360. The kits contained precut lumber and the materials necessary to build a simple, functional home. There is a possibility that this home was built from a kit, especially since the home to the right of this home (lot 2 block E) has a similar design and floor plan, however, this cannot be verified. It would not be a Sears and Roebuck kit since the home's build date is about 2 years before the Sears kits came out. The Old Escondido Historic area has a wide range of Craftsman style bungalows, with this property standing out with its steeply pitched roof line reminiscent of the Provincial style. Additionally, the east and west facing attic domers each sport 4 small triangle shaped panes, along with 2 trapezoid panes. (Continued on next pg)

(This space reserved for official comments.)



State of California X The Resources Agency Primary #
DEPARTMENT OF PARKS AND RECREATION HRI#
BUILDING, STRUCTURE, AND OBJECT RECORD

*Resource Name or # (Assigned by recorder) _____ *NRHP Status Code _____
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(Continued from previous pg) The West side dormer features 2 sliding windows and the East side 1 sliding window along with an attic vent fan for circulation. The narrow front facing vent dormer with a curved top and horizontal wood vent work graces the front/south side of the home. Curved beam ends ring the hip roof.

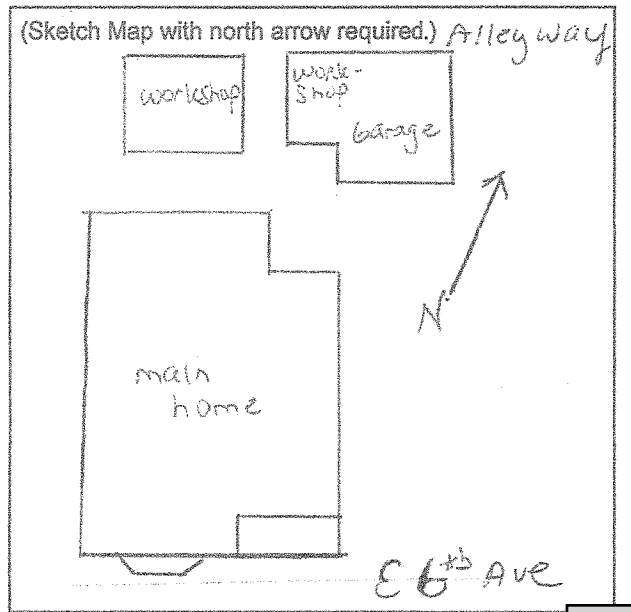
Of Note: According to the historic assessor books in the Escondido Pioneer Room, Irene Kipling, who was the home's owner of record from 1909-1932, had a change of address in 1928 of 14722 Gilmore St, Van Nuys, CA, so the property may have been occupied by another person or tenant. Also, when the 4 parcels (lots 1,2,3,4, blk E) were still together, the owner in 1905, Cora E. Bernard, had an address of 377 Winona Ave, Pasadena, CA. Additionally, the original owners of the 4 parcels as mentioned in the Chain of Title, seem to be related to each other by blood and/or marriage.

B11. Additional Resource Attributes: (List attributes and codes) HP5
*B12. References: City of Escondido Historic Resources Inventory, Pioneer Room Assessors Books 1892-1929 (special shout out to Ashley), Assessor/Recorder County of San Diego, Ancestry.com, findagrave.com

B13. Remarks: This property is zoned R-1. It falls within the Old Escondido Historic District. Its location within the historic district offers a level of protection and preservation. No threats are known at this time.

*B14. Evaluator: Lorene Hatley 2418 Stevens Pl,
Escondido, CA 92027
*Date of Evaluation: May 8, 2025

(This space reserved for official comments.)



CONTINUATION SHEET

Property Name: 522 E 6th Ave
Page 1 of 2

Continued from pg 1, P3a Description:

South Elevation: The front of the house is of particular interest, with a concrete slabbed front porch leading to the left into the recessed single front door. A six paned casement window located in the front bedroom is present overlooking the porch, and a 4x4 post supports the right side of the porch. A protruding bay window to the left of the porch, which also adds a small amount of square footage to the living room, is the focus and center piece of the home. A single, solid picture window is on display in the center of the bay, bordered by six paned casement windows on each side. Additionally, an original vent protruding from the roof, curving at the top ("eyebrow"), and fitted with horizontal wood slats is present in the roof at the front of the home. The original 6" redwood horizontal plank siding graces the front of the home.

West Elevation: Moving from South to North, the west side of the home has three windows, two six paned casement windows in the living room which "crank" open, and a fixed six paned window in the kitchen. Protruding from the roof above the living room is the west side eyebrow dormer with its six fixed panes and 2 sliding windows (see below under attic space for further description). The original 6" redwood horizontal plank siding is present.

North Elevation: The rear of the house is a series of additions to the home. Beginning on the West side, there is the laundry room addition, which has a small eight paned sliding window. The windows, though not original, match the overall theme/look of the home. Moving to the east, a fiberglass "man" door with a small window is present. A vent is located above the door with a whole-house type fan, and a small wood deck/landing with stairs leads to both the right and left to ground level. Continuing to the east, the half bath (toilet and sink) addition is present, along with another smaller eight paned sliding window. Continuing to the east, the home returns to the original structure with a fixed six paned window in the back bedroom. 6" horizontal wood plank siding is present.

East Elevation: Moving to the South, there is another six paned casement window for the back bedroom. Continuing, the original "Jack and Jill" bathroom has a twelve paned privacy glass double-hung window, and continuing the front bedroom has a six paned casement window which "cranks" open. Protruding from the roof above the front bedroom and bathroom, is the east side eyebrow dormer with its six fixed panes, one sliding window, and instead of a second sliding window, a whole house fan is present in the south opening (see below under attic space for further description). The original 6" horizontal wood plank siding is present.

Attic Space: Of particular interest is the attic above the now mid-section of the home. A drop down ladder from the ceiling located in the south east corner of the kitchen, leads up to the approx. 12x12 ft attic with 2 dormer style windows. Each window has 4 fixed triangle shaped windows and 2 fixed trapezoid shaped windows. The west side has 2 moving sliding windows and the east side has one sliding window and the other window opening has a large attic fan to vent the space. (Cont. next pg)

CONTINUATION SHEETProperty Name: 522 E 6th AVEPage 2 of 2

(continued from previous pg, DPR 523L) According to Beverly Shilling, the previous windows in the opening had broken and were taken out over the years, so only a screen fabric was left. In April of 2024, the original openings were fitted with new windows and glass in order to keep out moisture and preserve the existing structure, but still allow for cross ventilation (see attached before and after photos).

Detached Single Car Garage and Workshop (approx. 19'x19'):

South Elevation: the single car garage to the home was built sometime after the original home on the property. It has a single garage door opening with a roll up garage door with four windows lining the front. Vertical wood siding is present as opposed to the home's horizontal siding (the previous deteriorating siding was replaced by Beverly and her husband in the 1970's).

West Elevation: The outside of the workshop has a solid man door which leads into the shop. Sloping roof line to the west. Vertical wood siding is present.

North Elevation: the garage has a sloping roof line to the west, then drops at the beginning of the workshop, then continues sloping to the west. Vertical wood siding is present.

East Elevation: High roof line, Vertical wood siding is present.

Detached Workshop (approx. 14'x14'):

South Elevation: Vertical wood siding is present with a roof line that slopes minimally to the West.

West Elevation: Vertical wood siding is present.

North Elevation: Vertical wood siding is present.

East Elevation: Double entry "man doors" are present along with vertical wood siding.

In conclusion, this home is an anchor in the 500 blk of E. 6th Ave. in Historic old Escondido. The home is a stand out in a row of approx. five homes in what is sometimes called "fairy book" lane along the North side of the street. The historic and visual presence of the home, combined with the neighboring properties, is significant.

City of Escondido HISTORIC RESOURCES INVENTORY

NOTIFICATION AND LOCATION

- 1. Historic Name
- 2. Common or Current Name
- 3. Number & Street 522 E. Sixth Avenue

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

Cross-Corridor

- City: Escondido Vicinity Only Zip 92025 County: San Diego
- 4. UTM zone A E4932.50 B N36643.30 C Zone 11 D
- 5. Quad map No. Parcel No. 233-291-11 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.

The English-style roof with its eyebrow dormers is the most interesting feature of this single-story, clapboard-sided house. The dormer facing front (south) has horizontal vent work while the dormer facing west has miniature wood beams and diamond panes in the 3 windows. Curved beam ends ring the hip roof. A slanted bay in the front sports a multi-paned window and double-hung windows on the sides. The east half of the front facade contains a recessed porch with square posts and a plain railing with a half post on each side. Vertical boards trim the corners. Double-hung windows are used throughout. a newer brick foundation has been installed. Note redwood and eucalyptus trees.

Board and batten garage, trees, lath patio.
 The architectural style is: Craftsman & Provincial revival
 The condition is: excellent
 The related features are: board and batten garage, trees, lath patio
 The surroundings are: residential
 The boundaries are:



- 8. Planning Agency City of Escondido
- 9. Owner and Address Michael L. & Beverly D. Pinner same
- 10. Type of Ownership private
- 11. Present Use residence
- 12. Zoning
- 13. Threats none known

HISTORICAL INFORMATION

14. Construction Date(s) 1910 Original location unknown Date moved
15. Alterations & date new foundation
16. Architect unknown Builder unknown
17. Historic attributes (with number from list)

SIGNIFICANCE AND EVALUATION

18. Context for Evaluation: Theme 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.

Fine quality and unusual features distinguish this house and render it significant to the streetscape of the east side.

20. Sources

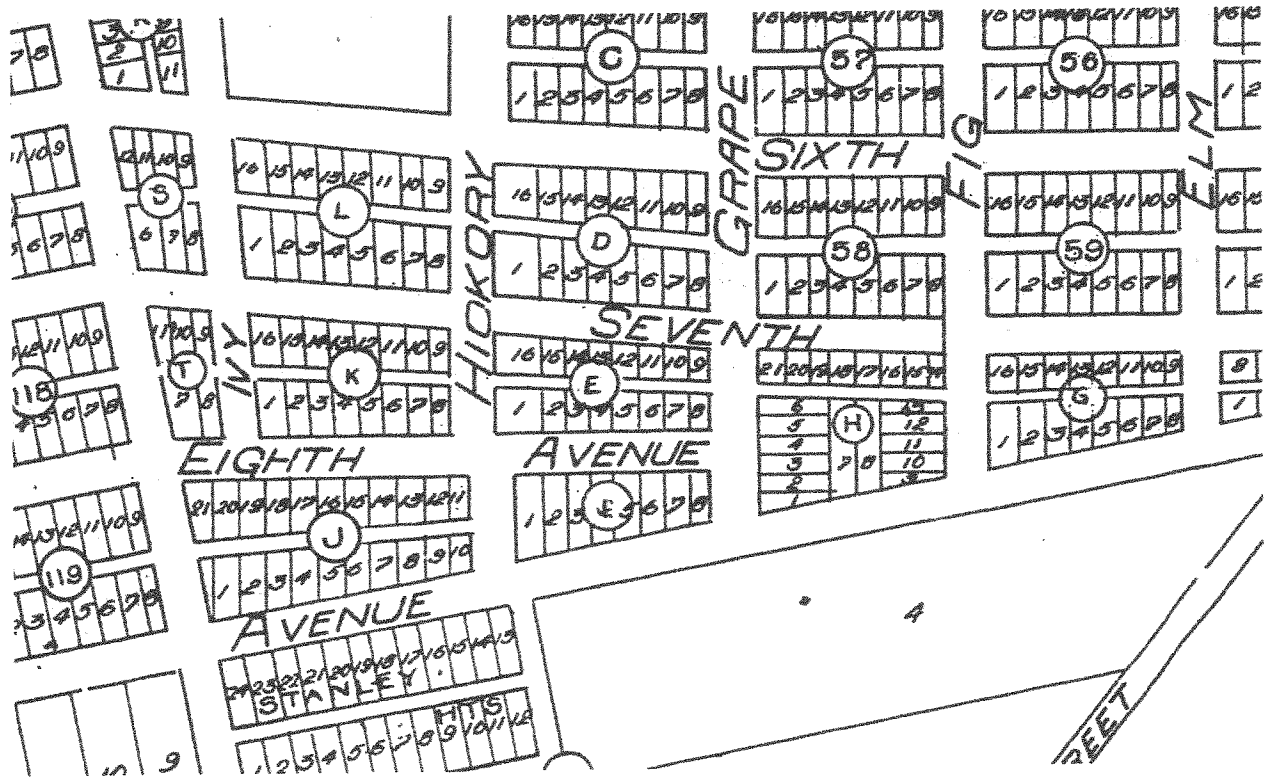
21. Applicable National Register criteria

22. Other Recognition:
 State Landmark Number23. Evaluator
 Date of Evaluation 1990

24. Survey type

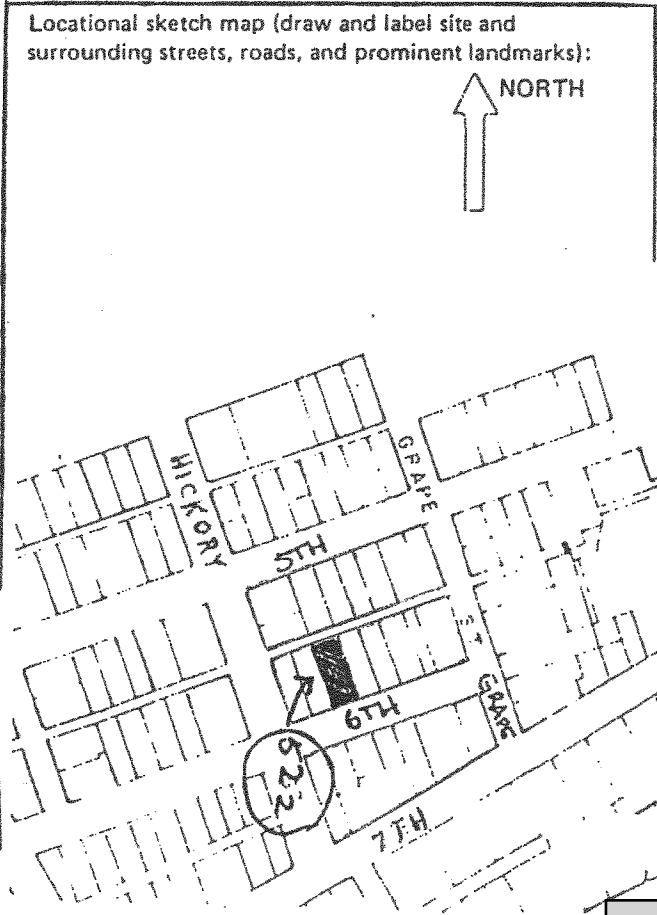
25. Survey name

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



Map of the city of Escondido (about 1912)

Title: Plat book of San Diego County, California
 Names: Alexander, W. E. (William E.)
 Created / Published: Los Angeles : Pacific Plat Book Co., [1912?]
 Headings
 - San Diego County (Calif.)--Maps
 - Real property--California--San Diego County--Maps
 - Landowners--California--San Diego County--Maps
 - United States--California--San Diego County
 Genre: Cadastral maps; Atlases
 Medium: 1 atlas (152 p.) : ill., col. maps ; 40 x 46 cm.
 Library of Congress Control Number: 2007626895
 LCCN Permalink: <https://lccn.loc.gov/2007626895>



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

Address of Resource: 522 East Sixth Avenue

Existing Use: Residential

Zoning: R-1-6

General Plan Designation: Urban 1

Tier Designation: Central/Tier 1

Construction Date: c1910

Meets Ordinance Criteria 5 and 7 for Local Register Listing.

Justification for Register Listing:

Fine quality and unusual features distinguished this house and render it significant to the streetscape of the east side.

The English-style roof with its eyebrow dormers identifies this structure as a Provincial Revival providing an interesting feature to this single-story, clapboard-sided house. Additional elements include the dormer facing front with a horizontal vent work while the dormer facing west has miniature wood beams and diamond panes in the three windows. Curved beam ends ring the hip roof. There is a slanted bay in the front and it sports a multi-paned window and double-hung windows on the sides. The east half of the front facade contains a recessed porch with square posts and a plain railing with a half post on each side. Vertical boards trim the corners.

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.



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

Notice of Exemption

To: Assessor/Recorder/County Clerk
Attn: Fish and Wildlife Notices
1600 Pacific Hwy, Room 260
San Diego, CA 92101
MS: A-33

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

Project Title/Case No: PL24-0147

Project Location - Specific: On the northern side of E. 6th Avenue, between S. Hickory St. and S. Grape St. addressed as 522 E. 6th Ave. (APN: 233-291-11-00).

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

Description of Project: A Historic Preservation Agreement with the property owners at 522 E. 6th Avenue and the City of Escondido.

Name of Public Agency Approving Project: City of Escondido

Name of Person or Agency Carrying Out Project:

Name: Lorene Hatley

Address: 2418 Stevens Pl.
Escondido, CA 92027

Telephone: 760-679-6376

- Private entity School district Local public Agency State agency Other special district

Exempt Status: This project is categorically exempt pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15331 (Historic Resource Restoration/Rehabilitation).

Reasons why project is exempt:

The proposed project consists of a request to enter into a Historic Preservation Agreement, which will ensure the maintenance and repair of the historical resource in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties.

The Project also does not trigger any exceptions to categorical exemptions identified in CEQA Guidelines section 15300.2. The project will not result in a cumulative impact from successive projects of the same type in the same place, over time, given the proposed project is consistent with the General Plan policies which were addressed in the General Plan Final EIR. There are no unusual circumstances surrounding the proposed project that would result in a reasonable possibility of a significant effect on the environment in that the area of impact is already disturbed and improved with an existing, permitted Single Family Dwelling and all proposed changes would occur within previously disturbed areas. The project will not damage scenic resources, including trees, historic buildings, rock outcroppings or similar resources as the area of impact has already been disturbed, and all improvements to the historic building will be in conformance with the City's adopted Design Guidelines for Homeowners of Historic Resources. The project area is not environmentally sensitive as it has already been developed.

Lead Agency Contact Person: Alex Rangel

Area Code/Telephone/Extension: 760-839-4542

Signature: Alex Rangel, Assistant Planner I

Date

Signed by Lead Agency

Date received for filing at OPR:

Signed by Applicant

Planning Commission
Hearing Date: SEPTEMBER 24, 2024
Effective Date: SEPTEMBER 25, 2024

PLANNING COMMISSION RESOLUTION NO. 2024-16

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ESCONDIDO, CALIFORNIA, RECOMMENDING THE CITY MANAGER EXECUTE, ON BEHALF OF THE CITY, A HISTORIC PROPERTY PRESERVATION AGREEMENT WITH L. Hatley, FOR THE PROPERTY LOCATED AT 522 E. 6TH AVENUE

APPLICANT: Lorene Hatley

CASE NO: PL24-0147

WHEREAS, the Mills Act is a state law passed in 1972 enabling owners of designated historic properties to enter into a historic property preservation/restoration contract with their local legislative body and receive a property tax reduction; and

WHEREAS, Lorene Hatley (“Applicant”), submitted a Historic Property Preservation Application (Planning Case No. PL24-0147 (“Application”)) constituting a request to enter into a Historic Property Preservation/Restoration Agreement (“Agreement”) with the City of Escondido (“City”) to assist the Applicants in Historic Preservation (“Project”) on a 0.16 gross acre site located at 522 E. 6th Avenue (APN 233-291-11-00), in the R-1-6 Zone; and

WHEREAS, the subject property is all that real property described in Exhibit "A," which is attached hereto and made a part hereof by this reference as though fully set forth herein (“Property”); and

WHEREAS, the Application was submitted to, and processed by, the Planning Division of the Development Services Department in accordance with the rules and regulations of the Escondido Zoning

Code and the applicable procedures and time limits specified by the California Environmental Quality Act (Public Resources Code section 21000 et seq.) (“CEQA”); and

WHEREAS, pursuant to CEQA and the CEQA Guidelines (Title 14 of California Code of Regulations, Section 15000 et. seq.), the City is the Lead Agency for the Project, as the public agency with the principal responsibility for approving the proposed Project; and

WHEREAS, the Historic Preservation Commission approved placement of the property on the Local Register of Historic Resources at the regularly scheduled Historic Preservation Commission meeting of May 5, 1992; and

WHEREAS, the Application and property conform to the requirements listed in Article 12, Historical Property Contracts, Government Code section 50280 et seq., which deems the property eligible for a historic property preservation agreement attached as Exhibit “B”; and

WHEREAS, the Planning Division studied the Application, performed necessary investigations, prepared a written report, and hereby recommends approval of the Project as depicted shown in Exhibit "B," which is attached hereto and made a part hereof by this reference as though fully set forth herein; and

WHEREAS, on September 24, 2024, the Planning Commission held a public meeting as prescribed by law, at which time the Planning Commission received and considered the reports and recommendation of the Planning Division and gave all persons full opportunity to be heard and to present evidence and testimony regarding the Project. Evidence was submitted to and considered by the Planning Commission, including, without limitation:

- a. Written information including studies, written and graphical information, and other material, submitted by the Applicant;
- b. Oral testimony from City staff;

- c. The staff report, dated September 24, 2024, with its attachments as well as City staff's recommendation on the Project, which is incorporated herein as though fully set forth herein; and
- d. Additional information submitted during the public meeting; and

WHEREAS, the public meeting before the Planning Commission was conducted in all respects as required by the Escondido Municipal Code and the rules of this Planning Commission.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Escondido that:

1. The above recitations are true and correct.
2. The Planning Commission, in its independent judgment, has determined the Project to be exempt from environmental review pursuant to CEQA Guidelines section 15331, Class 31 "Historic Resources Restoration/Rehabilitation," in that granting of the request ensures maintenance and repair of a historical resource in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties.
3. After consideration of all evidence presented, and studies and investigations made by the Planning Commission and on its behalf, the Planning Commission makes the following substantive findings and determinations, attached hereto as Exhibit "C," relating to the information that has been considered. In accordance with the Findings of Fact and the foregoing, the Planning Commission reached a recommendation on the matter as hereinafter set forth.
5. The Planning Commission, therefore, directs that a Notice of Exemption be filed with the County Clerk of the County of San Diego in accordance with the CEQA Guidelines.
6. The Application for the Project is on file in the Planning Division of the Development Services Department and is available for inspection by anyone interested herein, and the Application is incorporated herein by this reference as if they were fully set forth herein. The

Agreement is recommended for approval as set forth in the staff report and Application, all designated as recommended for approval by the Planning Commission, and which shall not be altered without the express authorization by the Planning Division. Any deviations from the approved Application shall be reviewed by the City for substantial compliance and may require amendment by the appropriate hearing body.

PASSED, ADOPTED, AND APPROVED by a majority vote of the Planning Commission of the City of Escondido, California, at a regular meeting held on the 24th day of September, 2024, by the following vote, to wit:

AYES:	COMMISSIONERS:
NOES:	COMMISSIONERS:
ABSTAINED:	COMMISSIONERS:
ABSENT:	COMMISSIONERS:

STAN WEILER, Chair
Escondido Planning Commission

ATTEST:

VERONICA MORONES, Secretary of the
Escondido Planning Commission

I hereby certify that the foregoing Resolution was passed at the time and by the vote above stated.

ALEX RANGEL, Minutes Clerk
Escondido Planning Commission

Decision may be appealed to City Council
pursuant to Zoning Code Section 33-1303

EXHIBIT "A"

PLANNING CASE NO. PL24-0147

LEGAL DESCRIPTION

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

LOT 3, BLOCK "E" 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.

HISTORIC PROPERTY PRESERVATION AGREEMENT

EXEMPT FROM FEES pursuant to Gov't Code §§ 6103, 27383, and 27388.1 (filing requested/executed by municipality)

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

City Clerk
City of Escondido
201 North Broadway
Escondido, CA 92025-2798

This Space for Recorder's Use Only

APN: [233-291-11-00]

HISTORIC PROPERTY PRESERVATION AGREEMENT

This HISTORIC PROPERTY PRESERVATION AGREEMENT ("**Agreement**") is made and entered into this ____ day of _____, 2024, by and between the City of Escondido, a California municipal corporation ("**City**") and Lorene Hatley, an individual ("**Owner**"). (The City and Owner may each be referred to herein as a "**Party**" and collectively as the "**Parties.**")

RECITALS

A. The Owner possesses and owns that certain real property located within the City as further described in Exhibit A to this Agreement, attached hereto and incorporated herein by this reference ("**Property**").

B. The City and the Owner desire to enter into this Agreement to carry out the purposes of the Mills Act (California Government Code section 50280 et seq.) ("**Mills Act**") and California Revenue and Taxation Code sections 439 to 439.4.

C. The Property is a "qualified historical property," as that term is defined under the Mills Act ("**Qualified Historical Property**"), in that the Property is privately owned, the Property is not exempt from property taxation, and the Property is listed in the City's Local Register of Historic Places.

D. The Property is a "restricted historical property," as that term is defined in Revenue and Taxation Code section 439.1.

E. 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

CAO: 9/17/2021

Historic Property Preservation Agreement

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, and conditions set forth herein, and the substantial public benefits to be derived therefrom, the Parties hereby mutually agree as follows:

1. Recitals. The Recitals set forth above are included herein by reference as part of this Agreement and the Parties agree that said Recitals are essential facts to this Agreement.

2. Applicability of Government Code and Revenue and Taxation Code. This Agreement is made pursuant to the Mills Act and California Revenue and Taxation Code sections 439 to 439.4 and is subject to all of the provisions of these statutes.

3. 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 Schedule of Improvements identified in Exhibit B to this Agreement, attached hereto and incorporated herein by this reference (“**Schedule of Improvements**”).

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

(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, structure, or vegetation that a reasonable person would determine to be unsightly by reason of its height, condition, or 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 California State Historical Building Code, and the applicable City laws and regulations pertaining to development.

d. If the City institutes a code enforcement action pertaining to the Property, the City may request, and the Owner shall submit within 30 days of such request, documentation of expenditures incurred and work performed by the Owner within the previous 24 months to accomplish items from the Schedule of Improvements. If the Owner performs work on the Property, rather than contracting with a third party, the value of the Owner’s labor shall be calculated at the market rate for such work performed. The Owner shall be in substantial compliance with the Schedule of Improvements when the expenditures incurred and work performed to accomplish the

CAO: 9/17/2021

Historic Property Preservation Agreement

improvements are equal to or greater than the Owner's annual property tax savings for the previous 24 months, as determined by the City, based upon the County Tax Assessor's valuation of the Property using the process set forth in California Revenue and Taxation Code sections 439 to 439.4.

e. The Owner shall, within 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 Historical Property, and (iii) whether the Owner is in compliance with this Agreement.

_____ **OWNER'S INITIALS**

4. Inspections. The Owner agrees to permit periodic examinations and inspections of the interior and exterior of the Property by the City, the County Assessor, the State Department of Parks and Recreation, and the State Board of Equalization, as may be necessary to determine the Owner's compliance with this Agreement. After five years, and every five years thereafter, the City shall inspect the Property, including the interior and exterior of the premises, to determine the Owner's continued compliance with this Agreement.

_____ **OWNER'S INITIALS**

5. Term. This Agreement shall be effective and shall commence on January 1 of the year following the successful recordation of this Agreement by the San Diego County Recorder's Office and shall remain in effect for a period of 10 years thereafter.

6. Renewal.

6.1. *Automatic Renewal*. On the 10th anniversary of this Agreement and on each successive anniversary date ("**Renewal Date**"), a period of one year shall automatically be added to the initial term of this Agreement unless a Party gives a notice of nonrenewal as provided in this Agreement.

6.2. *Notice of Nonrenewal*. If, in any year, a Party desires not to renew this Agreement, such 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 90 days prior to the Renewal Date, or else a period of one 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 60 days prior to the Renewal Date, or else a period of one 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, or restoration of the Property is required for the Property's continued eligibility as a Qualified Historical Property. Upon receipt by the Owner of a notice of nonrenewal from the City, the Owner may make a written protest of such nonrenewal. The City may, at any time prior to the Renewal Date, withdraw its notice of nonrenewal.

6.3. *Effect of Notice of Nonrenewal*. If, in any year, either Party serves a notice of nonrenewal as provided in this Agreement, this Agreement shall remain in effect for (i) the balance of the period remaining under the initial term of this Agreement, or (ii) the balance of the period remaining since the last renewal of this Agreement, as the case may be.

7. Cancellation.

CAO: 9/17/2021

Historic Property Preservation Agreement

7.1 The City may cancel this Agreement if the City determines that the Owner (i) has breached any term, condition, or covenant of this Agreement; (ii) has allowed the Property to deteriorate to the point that the Property no longer meets the standards of a Qualified Historical Property; or (iii) has failed to restore or rehabilitate the Property in the manner required by this Agreement.

_____ **OWNER’S INITIALS**

7.2 *Notice of Cancellation.* 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.

7.3 *Cancellation Fee.* If the City cancels this Agreement pursuant to the terms of this Agreement, the Owner shall pay those cancellation fees set forth in the Mills Act. Upon cancellation, the Owner shall pay a cancellation fee of 12.5% of the then-current fair market value of the Property, which is to be determined by the County Assessor as though the Property were free and clear of any of the restrictions 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 for that fiscal year.

_____ **OWNER’S INITIALS**

8. 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 benefits to be derived therefrom and the advantage that will accrue to the Owner as a result of the assessed value of the Property because of the restrictions that this Agreement imposes on the use and preservation of the Property.

9. Enforcement.

9.1 As an alternative to cancellation of the Agreement, the City may, in its sole discretion, specifically enforce or enjoin the Owner’s breach of the terms of this Agreement, including but not limited to bringing an action to enforce this Agreement by specific performance or injunction. In the event of such breach, the City shall give written notice to the Owner notifying the Owner of the violation (“**Notice of Violation**”). If such breach is not corrected to the reasonable satisfaction of the City within 30 calendar days after the date of the Notice of Violation, or within such other reasonable time as may be required to cure the violation (provided the acts to cure the violation are commenced within 30 calendar days and thereafter diligently pursued to completion), the City may, without further notice, declare the Owner to be in breach of the terms of this Agreement, and may bring any action necessary to specially enforce the obligations of the Owner under the terms of this Agreement or apply for such other relief as authorized under local, state, or federal law.

9.2 *Remedy if Agreement Not an Enforceable Restriction.* In the event it is finally

CAO: 9/17/2021

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.

10. Indemnification. The Owner (including Owner's agents, employees, contractors, and subcontractors, if any) shall hold harmless, defend (with counsel reasonably acceptable to the City), and indemnify the City, its boards, commissions, departments, officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), and any attorney's, consultant, or expert fees and City staff costs for investigating or responding to any Claims, incurred in connection with or arising in whole or in part from this Agreement, the use or occupancy of the Property by the Owner (including Owner's agents, employees, invitees, contractors, and subcontractors, if any), the condition of the Property, or any construction or other work undertaken on the Property, including without limitation (i) any death or bodily injury to a person; (ii) any injury to, loss, or theft of tangible or intangible property, including economic loss; or (iii) any other loss, damage, or expense sustained by the Owner in connection with any work or obligations performed in connection with this Agreement, except for any liability resulting from the active negligence, sole negligence, or willful misconduct of the City. The duty to defend the City as described in this Paragraph 10 shall apply regardless of whether any Claims are groundless, fraudulent, or false. All obligations under this Paragraph 10 shall survive the termination of this Agreement.

OWNER'S INITIALS

11. Condemnation, Eminent Domain, Destruction of Property.

11.1 *Condemnation/Eminent Domain*. If condemnation proceedings are filed against the Property, or 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 such acquisition is determined by the City to frustrate the purpose of this Agreement, this Agreement shall be cancelled and shall be deemed null and void for all purposes of determining the value of the Property, or part of the Property, that is acquired. However, if any such condemnation proceeding is subsequently abandoned or the acquisition of the Property 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.

11.2 *Destruction of Property*. 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 shall be cancelled.

11.3 *No Cancellation Fee*. If the Agreement is cancelled for any reason articulated in Paragraphs 11.1 or 11.2 of this Agreement, no cancellation fee as otherwise required by this Agreement and the Mills Act shall be imposed.

CAO: 9/17/2021

Historic Property Preservation Agreement

12. Miscellaneous.

12.1 *Governing Law.* This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Any litigation arising out of this Agreement shall be conducted only in the state or federal courts of San Diego County, California.

12.2 *Entire Agreement.* This Agreement, together with its attachments or other documents, if any, described or incorporated herein, contains the entire agreement and understanding concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. Each of the Parties hereto acknowledges that no other Party, nor the agents nor the attorneys for any Party, has made any promise, representation or warranty whatsoever, express or implied, not contained herein, to induce the execution of this Agreement and acknowledges that this Agreement has not been executed in reliance upon any promise, representation, or warranty not contained herein.

12.3 *Amendment.* This Agreement may not be amended except in a writing signed by all of the Parties hereto, and then only in the specific instance and for the specific purpose given. Any such amendment shall be recorded with the Office of the County Recorder for the County of San Diego.

12.4 *Independent Investigation.* The Parties acknowledge that they have conducted an independent investigation of the facts concerning the subject matter of this Agreement. The Parties agree that the factual recitals are correct and expressly assume the risk that the true facts concerning the foregoing may differ from those currently understood by them.

12.5 *Advice of Counsel.* The Parties hereby acknowledge that they have executed this Agreement after having the opportunity to consult with, and receive the advice of, their own counsel.

12.6 *Capacity.* Each individual signing this Agreement represents and warrants that he or she has been authorized to do so by proper action of the Party on whose behalf he or she has signed.

12.7 *Headings.* Section headings are for reference purposes only and shall not be used for interpreting the meaning of any provisions of this Agreement.

12.8 *Attorney's Fees.* In any action to enforce the terms of this Agreement, the Parties agree that the prevailing party shall be entitled to its reasonable attorney's fees and all costs, fees, and expenses, including the fees of expert witnesses and consultants, whether or not such costs, fees, and expenses are recoverable or allowed as costs under section 1033.5 of the California Code of Civil Procedure. In addition to the foregoing award of attorney's fees and costs, the prevailing party shall be entitled to its attorney's fees and costs incurred in any post-judgment proceedings to collect or enforce any judgment. This provision is separate and shall survive the merger of this provision into any judgment on this Agreement.

12.9 *Counterparts.* This Agreement may be executed on separate counterparts that, upon completion, may be assembled into and shall be construed as one document.

12.10 *Severability.* This Agreement shall be performed and shall be enforceable to

CAO: 9/17/2021

the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.

12.11 *Notice.* All notices, demands, approvals, or consents provided for in this Agreement shall be in writing and delivered to the appropriate Party at its address as follows:

If to the City:

City Clerk
City of Escondido
201 North Broadway
Escondido, CA 92025

If to the Owner:

Lorene Hatley
2418 Stevens Pl.
Escondido, CA 92027

Any notice, delivery, or other communication shall be effective and shall be deemed to be received by the other Party within five business days after the notice has been deposited in the U.S. Mail, duly registered or certified, with postage prepaid, and addressed as set forth above. Any Party may change the address information provided above by giving written notice to the other Party in the manner provided in this Agreement.

12.12 *Covenants Run with Land.* So long as this Agreement remains in effect, the obligations and benefits provided for in this Agreement shall run with the land obligated and benefited, respectively, and shall be binding on all parties having or acquiring any right, title, or interest in the Property or any part thereof. As such, it is the intent of the Parties that this Agreement and the promises, covenants, rights, and obligations set forth herein (i) shall be and are covenants running with the Property, encumbering the Property for the term of this Agreement, binding upon the Owner's successors in title and all subsequent owners and operators of the Property; (ii) are not merely personal covenants of the Owner; and (iii) shall bind the Owner and its respective successors and assigns during the term of this Agreement. Further, the Owner shall ensure that any future transfer of interest in the Property is made subject to the terms of this Agreement, such that any future successor in title or owner or operator of the Property shall be bound by the terms herein.

12.13 *Sale of Property.* The Owner shall ensure that any future transfer of interest in the Property is made subject to the terms of this Agreement, such that any future successor in title or owner or operator of the Property shall be bound by the terms herein. If the Property is sold, the Owner shall provide notice to the City of the sale and provide the City with a signed statement from the new owner indicating that a copy of this Agreement, all exhibits this Agreement, and all amendments to this Agreement, if any, were provided to the new owner.

12.14 *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.

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Historic Property Preservation Agreement

12.15 *Effective Date.* Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signatories below.

IN WITNESS WHEREOF, this Agreement is executed by the Parties or their duly authorized representatives as of the Effective Date:

CITY OF ESCONDIDO

Date: _____ By _____
Sean McGlynn, City Manager

[OWNER]

Date: _____ By _____
Lorene Hatley

(ABOVE SIGNATURES MUST BE NOTARIZED; ACKNOWLEDGMENT PAGES FOLLOW)

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
Michael R. McGuinness, City Attorney

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA]

COUNTY OF _____]

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

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

City of Escondido

CAO: 9/17/2021

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA]

COUNTY OF _____]

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

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

[Owner]

CAO: 9/17/2021

Exhibit A

Legal Description of Property

That certain real property in the County of San Diego, State of California, described as follows:

LOT 3, BLOCK "E" 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.

Exhibit B

Schedule of Improvements

1. Attic Window repair and replacement
2. Slab, Concrete, flooring repair in detached garage
3. Repair of interior fixtures within garage space
4. Replacement of garage door with period-appropriate fixtures
5. Asphalt shingle roofing replacement
6. Repair of existing casement windows
7. Replacement of primary entryway in main home
8. Replacement of interior attic stairways
9. Improvements to front porch rail, front yard areas

EXHIBIT "C"**PLANNING CASE NO. PL24-0147****ENVIRONMENTAL DETERMINATION**

1. Pursuant to California Environmental Quality Act ("CEQA"), Public Resources Code section 2100 et. Seq., and its implementing regulations (the State CEQA Guidelines), Article 14 of the California Code of Regulations section 15000 et. Seq., the City of Escondido ("City") is the Lead Agency for the application ("Project"), as the public agency with the principal responsibility for approving the project.
2. The Project qualifies for the following exemption which has been determined to not have a significant effect on the environment, and are declared categorically exempt from the requirement for the preparation of environmental documents. The proposed Project is categorically exempt pursuant to CEQA Guidelines Section 15331 ("Historical Resource Restoration/Rehabilitation"), in that the proposed project consists of a request to enter into a Historic Preservation Agreement, which will ensure the maintenance and repair of the historical resource in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties.

The Project also does not trigger any exceptions to categorical exemptions identified in CEQA Guidelines section 15300.2. There are no unusual circumstances surrounding the proposed Project that would result in a reasonable possibility of a significant effect on the environment in that the area of impact is already disturbed and improved with an existing, permitted single-family dwelling and all proposed changes would occur within previously disturbed areas. The Project will not damage scenic resources, including trees, historic buildings, rock outcroppings or similar resources as the area of impact has already been disturbed, and all improvements to the historic building will be in conformance with the City's adopted Design Guidelines for Homeowners of Historic Resources and comply with the requirements outlined by the Secretary of the Interior's Standards for Historic Preservation. The Project area is not environmentally sensitive as it has already been developed.

3. The Planning Commission has independently considered the full administrative record before it, which includes but is not limited to the September 24, 2024 Staff Report; testimony by staff; and other materials and evidence submitted or provide to it. The administrative record demonstrates that each of the above requirements have been satisfied. No substantial evidence has been submitted that would support a finding that any of the above-described exemption requirements has not been satisfied. The Project will not have a significant effect on the environment, and all of the requirements of CEQA have been met.



CITY of ESCONDIDO

STAFF REPORT

Agenda Item No. 4

September 24, 2024

Tentative Future Agenda Items

DATE: September 24, 2024
TO: Planning Commissioners
FROM: Veronica Morones, City Planner
SUBJECT: Tentative Future Agenda Items

The items listed below are anticipated to be brought to the Planning Commission for consideration, discussion, and/or recommendation to the City Council over the next several months. Because there are factors out of City staff's control, this list is subject to change. The intent is to provide visibility regarding projects that the Commission should expect to see in the near future. (Items are listed in no particular order.)

Additionally, these items shall not be considered to be agenda items for this meeting so no discussion is permitted other than clarification of what the item is.

Private Development Projects:

- South Centre City Specific Plan Amendment for drive-through use, and new drive-through
- General Plan Amendment to convert existing office to residential use

Policy Work:

- Annual Zoning Code Clean Up
- Planning Commission Bylaw Clean Up

Informational Presentations:

- California Environmental Quality Act
- North County Mall Permit History