

CITY COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 7
Date: November 17, 2010

TO: Honorable Mayor and City Council

FROM: Barbara J. Redlitz, Director of Community Development

SUBJECT: Mills Act Contract for historic Escondido residence addressed as 225 West Sixth Avenue (Case HP 10-0002).

RECOMMENDATION:

Authorize entering into a Mills Act Contract for the subject property by adopting Resolution Number 2010-166.

ENVIRONMENTAL STATUS: In compliance with CEQA Section 15331, "Historical Resource Restoration/ Rehabilitation", a Notice of Exemption was prepared on November 8, 2010.

FISCAL ANALYSIS: Approval of the Mills Act Contract would reduce the property tax to the homeowner, and proportionately reduce the City's share of property taxes typically by two hundred dollars or more per year. The City has currently entered into 76 Mills Act Contracts, which have cumulatively reduced the City share of property taxes annually by approximately \$16,400. Studies recently completed in the County show that Mills Act approved properties increase in value an average of 16%, neighboring properties within 250' increase in value an average of 3.7%, and properties within 500' increase in value an average of 1.6%.

GENERAL PLAN ANALYSIS: Policy F1.2 encourages the preservation of buildings and areas with special and recognized historic and architectural value.

PREVIOUS ACTION: The Historic Preservation Commission voted unanimously to recommend approval of entering into a Mills Act Contract on October 5, 2010.

BACKGROUND: The subject property is located in the City's Old Escondido Neighborhood Historic District, addressed as 225 West Sixth Avenue (APN 2332420300). It contains a recently restored one-story California Bungalow covered in narrow clapboard siding constructed by Wilda King in 1919. It features a centered front porch with oriental detailing including triangular brackets, open beam ends, and a slanted lintel design. The original paneled front door is flanked by triple sets of windows.



ANALYSIS:

Escondido Historical/Cultural Resources Survey

On June 2, 1992, the Historic Preservation Commission voted unanimously to list the subject property on the Local Register of Historic Places, justifying their decision because it met these two criteria:

- Resources that are 50 years old or older or have already achieved historical significance.
- Escondido historical building that is one of a few remaining examples in the city possessing distinguishing characteristics of an architectural type.

(Local Register listing requests require that the resource meet at least two of seven criteria.)

The present applicant was asked by staff to provide additional information regarding the property's history to help update the City's files. The applicant has conducted the required historic research and data collection, and has provided the information in the required State Department of Parks and Recreation form format (see attached). The information provided by the applicant includes historical background and descriptive analysis of the architectural style and is adequate to meet current requirements.

Mills Act Contract: The Mills Act is a provision in state law that enables owners of designated historic properties to voluntarily enter into a preservation contract with the City and receive a reduction in their property taxes. The contract runs for ten years and it is automatically renewed each year unless a notice of non-renewal is filed. The terms of the contract require that the owner make a commitment to maintain the property per a maintenance schedule that has been included with this report (Attachment B). 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.

The original contract the City has been using since 1992 recently underwent some changes. At the request of Code Enforcement, Planning Division staff worked with the City Attorney's Office and the Historic Preservation Commission to craft some additional language and some needed clarifications which will enable better monitoring and enforcement as well as insure the properties are better maintained into the future. This Mills Act request is using the latest updated contract.

CONCLUSION: By approving the Mills Act, the City would be incurring a small loss per year of property tax revenue. This will provide the property owners a tax savings that will be earmarked for preserving the property.

Respectfully submitted,



Barbara J. Redlitz
Director of Community Development



Paul K. Bingham
Assistant Planner II

HISTORIC PRESERVATION COMMISSION

Agenda Item No.: G.2
Date: October 5, 2010

TO: Historic Preservation Commission

FROM: Paul Bingham, Assistant Planner II

REQUESTS: Residence addressed as 225 West 6th Avenue (case number HP10-0002)
Mills Act contract request

RECOMMENDATION: Forward recommendation of approval to the City Council and also recommend that the applicant's survey information be typed prior to Council submittal.

BACKGROUND:

City of Escondido Historical/Cultural Resources Survey

A City of Escondido Historical/Cultural Resources Survey was completed in 1990 (Agis, May 1990). Approximately 1,000 resources were inventoried for their significance in compliance with procedures established by the U.S. Department of the Interior, National Park Service and the State Office of Historic Preservation. The survey is a collection of information that identifies documents, describes the historical resources in the community, and 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

On June 2, 1992, the City's Historic Preservation Commission voted unanimously to approve placing this resource on the Local Register, justifying their decision because it met these two criteria:

5. Resources that are 50 years old or older or have already achieved historical significance.
7. Escondido historical building that is one of a few remaining examples in the city possessing distinguishing characteristics of an architectural type.

(Requests for listing on the Local Register require that both the Historic Preservation Commission and the City Council conduct a public hearing to consider the request. The historic resource is evaluated against seven criteria and must meet at least two of the seven.)

Mills Act Contract and Property Applying

The Mills Act is a state law that enables owners of designated historic properties to enter into a preservation contract with their local legislative body and receive a substantial reduction in the property taxes. One of the incentives for the preservation of historic and/or cultural resources, approved in 1989, allows property owners of designated historic resources to enter into a Mills Act contract with the City. The City's policy allows a property owner to apply for a Mills Act contract if the resource has been listed on the Local Register. The owner is requesting the property to be listed on the City's Local Register at the next available City Council hearing and is concurrently requesting to enter into a Mills Act contract.



The subject property, addressed as 225 West Sixth Avenue (APN 2332420300), is located in the City's Old Escondido Neighborhood Historic District and contains a circa 1920 one-story California Bungalow with a centered front porch façade

exhibiting oriental detailing. Details include triangular brackets, open beam ends under the gutters, and slanted lintel design. Both the gables and façade face the street. The original front door is flanked by sets of three double-hung windows. The entire house is covered in narrow clapboard siding.

ANALYSIS


Escondido Historical/Cultural Resources Survey

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

Mills Act Contract

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

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Paul K. Bingham", with a stylized flourish at the end.

Paul K. Bingham
Assistant Planner II

Mills Act Application List of Improvements

Case number: HP 10-0002
Property Address: 225 West 6th Street
Property Owners: Tod and Melissa Martin

1. Replace old existing electrical system (completed).
2. Remove old heating system and install new forced air system (completed).
3. Replace old existing plumbing system (completed).
4. Repaint exterior (completed).
5. Remove old security bars (completed).
6. Replace broken concrete sidewalk, porch and steps (completed).
7. Install new landscaping and fencing (completed).
8. Rehabilitate and repaint existing wood-framed windows (completed).
9. Ongoing house and yard maintenance (in process).
10. House was reroofed 15 years ago using 25-year rated materials. Reroof in 10 years (planned).



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

FOR INTERNAL USE ONLY	
Case No.	HP-10-9002
Date Submitted:	6/29/09
Project Planner:	
Fees:	
Receipt No.:	
<input type="checkbox"/> Incomplete	Date of Notice
<input type="checkbox"/> Complete	Date

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

APPLICANT/CONTACT PERSON

Name (Print): Tod Martin
Address: 1023 Laura Lane
City, State, Zip: Escondido CA 92025
Phone: (760) 445-3453
Fax: (760) 745-6222
E-mail: tmartin-se@cox.net
Signature: [Signature]

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

Name (Print): Tod Martin & MELISSA MARTIN
Address: 1023 Laura Lane
City, State, Zip: Escondido CA 92025
Phone: (760) 445-3453
Fax: (760) 745-6222
E-mail: tmartin-se@cox.net
Signature: [Signature]
(authorizing applicant to submit application)

SITE INFORMATION

Property Address: 225 W. 6th Ave.
Assessor's Parcel Number: 233-242-03
Historic Name: _____

LANDMARK/LOCAL REGISTER INFORMATION

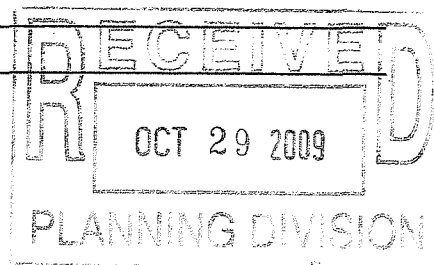
Historic Designation:
☐ Local ☐ State ☐ National
Date of Designation: _____
Local Register Listing: ☒ Yes ☐ No
Date of Listing: 6/2/1992

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

The house was recently completely renovated on the interior and exterior. New landscaping was also installed.
Since there are no new improvements required, future improvements will include maintenance of existing house and yard. The yard maintenance is currently being done on a weekly basis by a professional landscaping company and this will be continued. Trees and plants will be trimmed as required and sprinklers will be repaired as required. The exterior will be painted as required. The existing roof is approximately 10 years old and will be replaced when needed.
There are no physical alterations to the house being proposed.



**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 Tod Martin and Melissa Martin (hereinafter referred to as "the OWNERS").

Recitals

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

Agreement

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

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

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

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

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

- i. Dilapidated, deteriorating, or unrepaired structures, such as fences, roofs, doors, walls, and windows;
- ii. Scrap lumber, junk, trash, or debris;
- iii. Abandoned, discarded, or unused objects or equipment, such as automobiles, automobile parts, furniture, stoves, refrigerators, cans, containers, or similar items;
- iv. Stagnant water or excavations, including swimming pools or spas; and
- v. Any device, decoration, design, or structure, or vegetation which is 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.

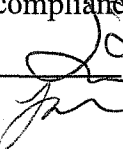
d. Upon the CITY'S request, the OWNERS shall submit within thirty (30) days documentation of expenditures incurred within the last 24 months to accomplish items from the list of scheduled improvements for the PROPERTY as set forth in Attachment B of the Historic Property Preservation (Mills Act) Agreement. The OWNERS shall be in substantial compliance with the scheduled improvements set forth in Attachment B when the expenditures incurred to accomplish the improvements are equal to or greater than the

OWNERS' annual property tax savings for the last 24 months, as determined by the CITY, based upon the County Tax Assessor's valuation of the PROPERTY using the process set forth in Article 1.9 (commencing with section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

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

 **OWNER'S INITIALS**

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

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

CITY, the OWNERS may make a written protest of the nonrenewal. The CITY may, at any time prior to the RENEWAL DATE, withdraw its notice of nonrenewal.

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

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

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

 **OWNER'S INITIALS**

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

assessed value of the PROPERTY because of the restrictions this Agreement imposes on the use and preservation of the PROPERTY.

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

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

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

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

 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. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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 was provided to them.

22. 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.

23. 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.

24. 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.

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

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

OWNERS: Tod Martin and Melissa Martin
Property address: 225 West 6th Avenue
Escondido, CA 92025
Mailing address: 1023 Laura Lane
Escondido, CA 92025

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

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

(Remainder of page left intentionally blank.)

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

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

CITY OF ESCONDIDO

Dated: _____


By: _____
Lori Holt Pfeiler, Mayor

Dated: _____

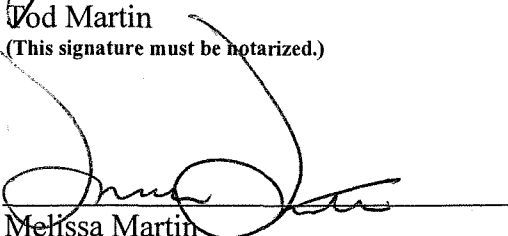
By: _____
Marsha Whalen, City Clerk

OWNERS

Dated: 11/8/10

By: 
Tod Martin
(This signature must be notarized.)

Dated: 11.8.10

By: 
Melissa Martin
(This signature must be notarized.)

APPROVED AS TO FORM:

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

By: _____

**SEE ATTACHED
ACKNOWLEDGMENT**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

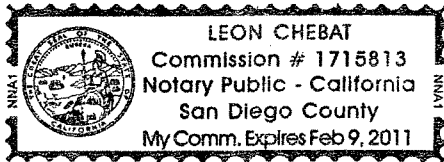
County of SAN DIEGO

} **Leon Chebat**

On NOV 8, 10 before me, _____
Date

Here Insert Name and Title of the Officer

personally appeared TOD MARTIN and MELISSA MARTIN
Name(s) of Signer(s)



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.

Place Notary Seal Above

Signature _____

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Historic Property Preservation agreement

Document Date: 11-8-10 Number of Pages: 1 P.

Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer(s)

Signer's Name: TOD MARTIN

☒ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: MELISSA MARTIN

☒ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

ATTACHMENT "A"

Legal Description of 225 West 6th Avenue, Escondido, CA

The real property in the City of Escondido, County of San Diego, State of California, described as: Lot 12 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 said County, July 10, 1886. Also known as: 225 West 6th Avenue, Escondido, CA 92025, APN: 233-242-0300

ATTACHMENT "B"

Mills Act Application List of Improvements

Case number: HP 10-0002
Property Address: 225 West 6th Street
Property Owners: Tod and Melissa Martin

1. Replace old existing electrical system (completed).
2. Remove old heating system and install new forced air system (completed).
3. Replace old existing plumbing system (completed).
4. Repaint exterior (completed).
5. Remove old security bars (completed).
6. Replace broken concrete sidewalk, porch and steps (completed).
7. Install new landscaping and fencing (completed).
8. Rehabilitate and repaint existing wood-framed windows (completed).
9. Ongoing house and yard maintenance (in process).
10. House was reroofed 15 years ago using 25-year rated materials. Reroof in 10 years (planned).

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

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

Other Listings _____
Review Code _____ Reviewer _____ Date _____

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

P1. Other Identifier: _____

*P2. Location: ☐ Not for Publication ☒ Unrestricted

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

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

c. Address 225 W. 6th Ave. City Escondido Zip 92025

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

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

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

Fine quality and detailing marks this attractive California Bungalow. Rectangular in shape with a low-pitched roof, this house has a centered front porch. Both the facade and the gables face front. Open beam ends, narrow clapboard siding, and slanted lintel design denote Craftsman styling. The original front door is paneled with 2 rows of square windows at the top. Three double hung windows are located on one side of the door and a picture window, transom and sidelights are located on the other.

*P3b. Resource Attributes: (List attributes and codes) (HP2) Single family property

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



P5b. Description of Photo:
(view, date, accession #) Front of house
April 1, 2009

*P6. Date Constructed/Age and Source:

☒ Historic ☐ Prehistoric ☐ Both
1920 according to City of Escondido Historic
Resource documents

*P7. Owner and Address: Tod Martin
1023 Laura Lane, Escondido, CA 92025

*P8. Recorded by:
(Name, affiliation, and address)
Tod Martin
1023 Laura Lane, Escondido, CA

*P9. Date Recorded: 10/29/2009

*P10. Survey Type: (Describe) _____

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

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

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: Residence

B4. Present Use: Residence

*B5. Architectural Style: Craftsman - California Bungalow

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

No major alterations have been done to the house. However, the house was recently renovated. The only revision to the original house is that the back door was changed to a wood french door which leads to a new covered patio.

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

*B8. Related Features:

Behind the house off the alley is a separate structure consisting of a 2 car garage and a recreation room and office.

B9a. Architect: Unknown b. Builder: Unknown

*B10. Significance: Theme Residential Architecture Area: Escondido's Historic District

Period of Significance: _____ Property Type: Residential Applicable Criteria: _____

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

Although this is a fairly typical California Bungalow, is is significant because of the fine quality of the detailing. Rectangular in shape with a low pitched gabled roof, this house has a centered front porch, open beam ends, narrow clapboard siding, and slanted lintel design denoting the Craftsman styling.

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

*B12. References:

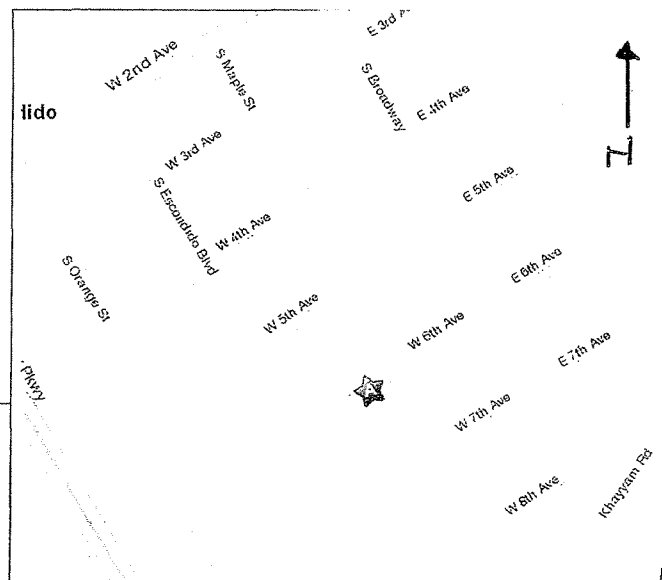
City of Escondido Historic Resources Inventory

B13. Remarks:

*B14. Evaluator:

*Date of Evaluation: _____

(This space reserved for official comments)



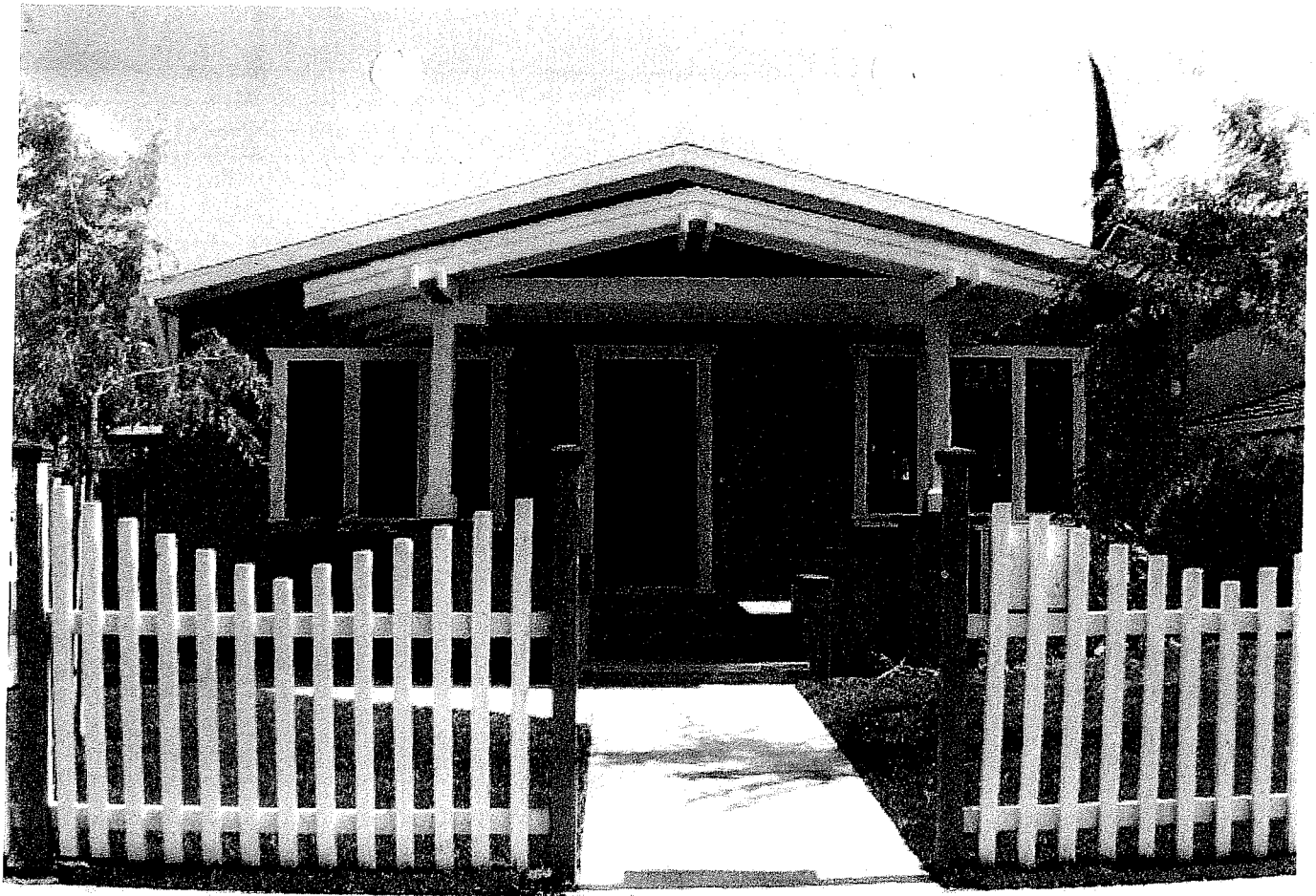
State of California -- The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
CONTINUATION SHEET

Primary # _____
HRI # _____
Trinomial _____

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

Recorded by: _____ Date: _____

☐ Continuation ☐ Update



Chain of Title
225 W. 6th Ave., Escondido, CA

Date:

12/3/08 - Present
12/31/03 - 1/23//08
3/15/84 - 12/31/03
12/5/66 - 3/15/84
1/9/63 - 12/5/66
1/17/50 - 1/9/63
2/23/45 - 1/17/50
3/11/31 - 2/23/45
8/19/29-3/11/31
1/25/27 - 8/19/29
5/5/22 - 1/25/27
3/2/22 - 5/5/22
5/27/21 - 3/2/22
11/20/20 - 5/27/21
6/7/20 - 11/20/20
10/23/19 - 6/7/20
? - 10/23/19

Owner:

Tod and Melissa Martin
Lorenzo Gonzalez & Margarita Casillas Aleman
Jeff Trogden and Hazel Davis
Zoologic Society
Charles and Jeanette Reynolds
Belle Reynolds
Edward and Genevieve Stonecipher
Escondido Federal Savings
Earl and Norra Shidner
William and Bessie White
Daniel and Rebecca Adams
Mary McKee
Mary and George Grigsby
HL and Mary Gongwer
Antonio and Maria Caruso
T Fields and Prissilla Fields
Wilda King

* The records show that Wilda King was the original owner of the house and she sold it to the Fields on 10/23/1919. The exact date that she purchased or built the house is not known, but it is believed to be in the year 1919.



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

Notice of Exemption

To: San Diego County Recorder's Office
Attn: Linda Kesian
P.O. Box 121750
San Diego, CA 92112-1750

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

Project Title/Case No.: HP-10-0002

Project Location - Specific: on the west side of 6th Avenue between Escondido Blvd and Maple Street in the City's Old Escondido Neighborhood Historic District, addressed as 225 West 6th Avenue (APN 233-242-0300).

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

Description of Project:

To approve the addition of the residence on 0.15 acre located at 225 West 6th Avenue to the Local Register of Historic in the R-1-6 (Single-Family Residential, 6,000 SF minimum lot size) zone, located in the U1 (Urban I) area of the General Plan, and Tier 1/Central designation.

Name of Public Agency Approving Project: City of Escondido

Name of Person or Agency Carrying Out Project:

Names: Tod & Melissa Martin

Telephone (760) 745-3453

Address: 1023 Laura Lane, Escondido, CA 92025

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

Exempt Status:

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

Reasons why project is exempt:

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

Lead Agency Contact Person: Paul K. Bingham

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

Signature: _____

Paul K. Bingham

Assistant Planner II

11/8/10

Date

☒ Signed by Lead Agency

Date received for filing at OPR:

☐ Signed by Applicant

7.
RESOLUTION NO. 2010-166

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE MAYOR AND CITY CLERK
TO EXECUTE, ON BEHALF OF THE CITY, A
MILLS ACT CONTRACT WITH TOD MARTIN
AND MELISSA MARTIN FOR THE PROPERTY
LOCATED AT 225 WEST SIXTH AVENUE

(CASE No. HP-10-0002)

WHEREAS, the Mills Act is a state law enabling owners of designated historic properties to enter into a Historic Preservation Agreement ("Agreement") with their local legislative body and receive a property tax reduction; and

WHEREAS, Tod Martin and Melissa Martin ("Owners") have submitted a request to enter into an Agreement with the City for property located at 225 West Sixth Avenue (APN 233-242-0300); and

WHEREAS, this property qualifies for the Agreement since it was recommended by the Historic Preservation Commission to be approved for a Mills Act Contract on October 5, 2010; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to approve the Agreement for the property located at 225 West Sixth Avenue, as recommended by the Historic Preservation Commission on October 5, 2010.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

1. That the above recitations are true.
2. That the Mayor and City Clerk are hereby authorized to execute, on behalf of the City, an Agreement with the Owners for the property located at 225 West Sixth Avenue (APN 233-242-0300). A copy of the Agreement is attached as Exhibit "A" and is incorporated by this reference.

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

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

Resolution No. 2010-166

Exhibit A

Page 1 of 11

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 Tod Martin and Melissa Martin (hereinafter referred to as "the OWNERS").

Recitals

1. WHEREAS, the OWNERS possess and own real property located within the City of Escondido, which property is more fully described in Attachment "A" to this Agreement (hereinafter "the PROPERTY"); and

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

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

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

Agreement

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

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

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

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

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

- i. Dilapidated, deteriorating, or unrepaired structures, such as fences, roofs, doors, walls, and windows;
- ii. Scrap lumber, junk, trash, or debris;
- iii. Abandoned, discarded, or unused objects or equipment, such as automobiles, automobile parts, furniture, stoves, refrigerators, cans, containers, or similar items;
- iv. Stagnant water or excavations, including swimming pools or spas; and
- v. Any device, decoration, design, or structure, or vegetation which is 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. Upon the CITY'S request, the OWNERS shall submit within thirty (30) days documentation of expenditures incurred within the last 24 months to accomplish items from the list of scheduled improvements for the PROPERTY as set forth in Attachment B of the Historic Property Preservation (Mills Act) Agreement. The OWNERS shall be in substantial compliance with the scheduled improvements set forth in Attachment B when the expenditures incurred to accomplish the improvements are equal to or greater than the

OWNERS' annual property tax savings for the last 24 months, as determined by the CITY, based upon the County Tax Assessor's valuation of the PROPERTY using the process set forth in Article 1.9 (commencing with section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

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

 **OWNER'S INITIALS**

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

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

CITY, the OWNERS may make a written protest of the nonrenewal. The CITY may, at any time prior to the RENEWAL DATE, withdraw its notice of nonrenewal.

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

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

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

 **OWNER'S INITIALS**

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

assessed value of the PROPERTY because of the restrictions this Agreement imposes on the use and preservation of the PROPERTY.

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

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

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

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

 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. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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 was provided to them.

22. 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.

23. 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.

24. 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.

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

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

OWNERS: Tod Martin and Melissa Martin
Property address: 225 West 6th Avenue
Escondido, CA 92025
Mailing address: 1023 Laura Lane
Escondido, CA 92025

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

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

(Remainder of page left intentionally blank.)

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

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

CITY OF ESCONDIDO

Dated: _____


By: _____
Lori Holt Pfeiler, Mayor

Dated: _____

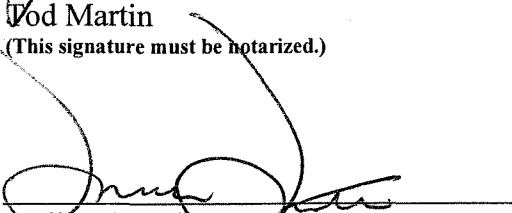
By: _____
Marsha Whalen, City Clerk

OWNERS

Dated: 11/8/10

By: 
Todd Martin
(This signature must be notarized.)

Dated: 11.8.10

By: 
Melissa Martin
(This signature must be notarized.)

APPROVED AS TO FORM:

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

By: _____

**SEE ATTACHED
ACKNOWLEDGMENT**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

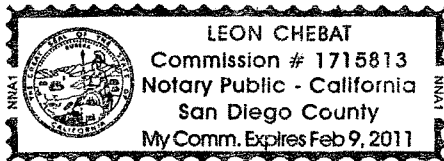
County of SAN DIEGO

Leon Chebat

On NOV 8, 10 before me, _____
Date

Here Insert Name and Title of the Officer

personally appeared TOD MARTIN and MELISSA MARTIN
Name(s) of Signer(s)



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 _____

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Historic Property Preservation agreement

Document Date: 11-8-10 Number of Pages: 1 P. 8

Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer(s)

Signer's Name: TOD MARTIN

☒ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: MELISSA MARTIN

☒ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

ATTACHMENT "A"

Legal Description of 225 West 6th Avenue, Escondido, CA

The real property in the City of Escondido, County of San Diego, State of California, described as: Lot 12 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 said County, July 10, 1886. Also known as: 225 West 6th Avenue, Escondido, CA 92025, APN: 233-242-0300

ATTACHMENT "B"

Mills Act Application List of Improvements

Case number: HP 10-0002
Property Address: 225 West 6th Street
Property Owners: Tod and Melissa Martin

1. Replace old existing electrical system (completed).
2. Remove old heating system and install new forced air system (completed).
3. Replace old existing plumbing system (completed).
4. Repaint exterior (completed).
5. Remove old security bars (completed).
6. Replace broken concrete sidewalk, porch and steps (completed).
7. Install new landscaping and fencing (completed).
8. Rehabilitate and repaint existing wood-framed windows (completed).
9. Ongoing house and yard maintenance (in process).
10. House was reroofed 15 years ago using 25-year rated materials. Reroof in 10 years (planned).