

## CITY COUNCIL

For City Clerk's Use:

☐

APPROVED

☐

DENIED

Reso No. \_\_\_\_\_

File No. \_\_\_\_\_

Ord No. \_\_\_\_\_

**Agenda Item No.: 15**

**Date: November 14, 2012**

**TO:** Honorable Mayor and City Council

**FROM:** Barbara J. Redlitz, Director of Community Development

**SUBJECT:** Local Register Designation and Mills Act Contract for a Residence on a Hilltop at 2985 Su Siempre Place (Case HP-12-0001).

**APPLICANTS:** Thomas M. and Laurel C. Scieszka

**RECOMMENDATION:**

It is requested that Council adopt Resolution No. 2012-183 to approve listing the structure at 2985 Su Siempre Place on the City's Local Register and to approve the Historic Property Preservation Agreement (commonly referred to as the "Mills Act Contract") for the subject property.

**ENVIRONMENTAL STATUS:**

In compliance with CEQA Section 15331, "Historical Resource Restoration/Rehabilitation," a Notice of Exemption was prepared on October 24, 2012.

**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. The annual tax revenue loss to the City on this property is estimated to be less than \$1,000. The City has currently entered into 78 Mills Act contracts, which have cumulatively reduced the City share of property taxes by approximately \$16,200. Studies recently completed in the County show that Mills Act approved properties increase in value an average of 16%, neighboring properties within 250 feet increase in value an average of 3.7%, and properties within 500 feet increase in value an average of 1.6%.

**GENERAL PLAN ANALYSIS:**

The property is located within the Estate II (E2) land use designation of the General Plan. Cultural Resources Policy 5.5 encourages the preservation of buildings and areas with special and recognized historic and architectural value.

**PREVIOUS ACTION:**

The Historic Preservation Commission (HPC) voted unanimously to recommend approval of adding the structure to the Local Register Listing and entering into a Mills Act Contract on October 2, 2012.

**BACKGROUND:**

The subject property, addressed as 2985 Su Siempre Place (APN 239-231-4200), is 1.36 acres located on a hilltop east of the intersection of South Centre City Pkwy and the I-15 freeway. The property includes a 3,500 SF ranch house built in 1951 by Forrest Holly using L.R. Green adobe bricks. The house was built for James &

Helen Bannister of Escondido's Banister Iron Works. Forrest and Jean Holly, who were both blind, raised a family of four children and built a life for themselves in Escondido. Their inspiring story became a biographical novel in 1988 and in 1996 CBS aired it as a movie entitled "What Love Sees."

**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 State Department of Parks and Recreation forms (see attached). The information provided by the applicant includes historical background and descriptive analysis of the architectural style and is adequate for the purpose of determining the appropriateness of adding the structure to the Local Register.

**Local Register Listing:** Requests for listing resources on the Local Register require that both the Historic Preservation Commission and the City Council conduct a public hearing to consider the request and receive property owner consent. Historic resources are evaluated against seven criteria and must meet at least two of the seven. Staff recommends listing the property on the Local Register of Historic Places since it meets five of the seven criteria based on the following:

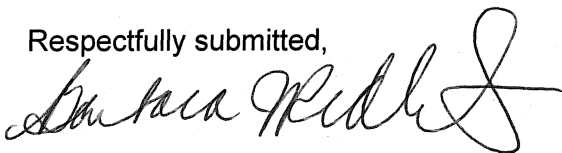
- *The house is strongly identified with the Bannister, L.R. Green and Holly families who contributed significantly to the history of the City of Escondido and the region.*
- *The Adobe Ranch House embodies distinguishing characteristics of an architectural type or specimen and its original design is substantially unaltered.*
- *The residence is older than 50 years, having been constructed in 1951 and is 61 years old.*
- *The structure sits atop a prominent hill, having a commanding view of its Adobe Heights neighborhood and much of Escondido valley.*
- *This is one of very few prominent large-scale adobe residences remaining in the city.*

**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 and complete other improvements (see Attachment 'B' of the contract). As indicated, significant improvements at this property have been completed. Under the terms of the Mills Act, owners can list appropriate improvement projects they have already completed and can also include additional projects in the future with prior HPC or Planning Division approval. 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.

**CONCLUSION:**

By designating the structure on the Local Register, the Council will be furthering the preservation of historic resources associated with the history of Escondido. By approving the Mills Act Contract, the City would be incurring a relatively small loss per year of property tax revenue. This will provide the property owner 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.: F.1  
Date: October 2, 2012

**TO:** Historic Preservation Commission

**FROM:** Paul Bingham, Assistant Planner II

**REQUESTS:** Residence addressed as 2985 Su Siempre Place (case number HP12-0001)

1. Listing structure on the Local Register of Historic Places; and
2. Mills Act contract request

**RECOMMENDATION:** Forward recommendation of approval to the City Council

**BACKGROUND:**

**City of Escondido Historical/Cultural Resources Survey**

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

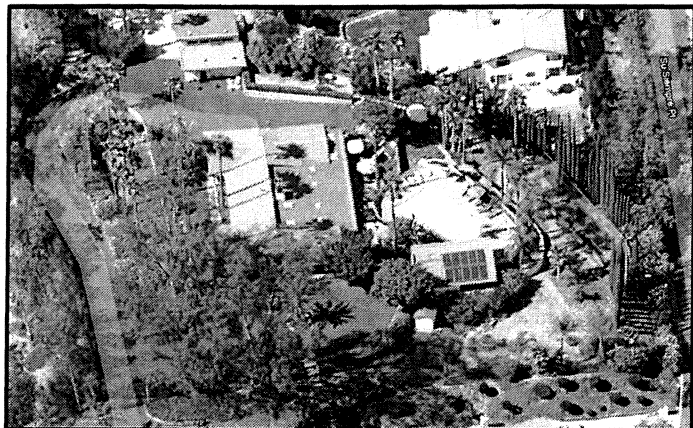
**Local Register of Historic Places Listing**

The Historic Preservation Ordinance No. 2000-23, Section 33-794-5 identifies a process and criteria for listing historic structures on the City's Local Register. 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 revised Historic Ordinance 92-409, adopted by Council on October 28, 1992, clarified that a property owner may apply for a Mills Act contract if the resource has been listed as a Local Register property. The owner is requesting the property to be listed on the City's Local Register at the next available City Council hearing and is currently requesting to enter into a Mills Act contract.

The hilltop property at 2985 Su Siempre Place (APN 239-231-4200) consists of 1.36 acres with a main single-story 3500 SF ranch house built in 1951, other associated structures, many mature plantings and a swimming pool. The main house was built of adobe for Helen G. Bannister by Weir Construction. The vacant property prior to



building had been owned earlier by L.R. Green. The gable roof is Spanish clay tile and the windows are steel casement with brick sills and wooden headers. The Scieszkas have owned the house since 1999.

## **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, includes historical background and descriptive analysis of the architectural style, is adequate for the purpose of determining the appropriateness of adding the structure to the survey.

### **Local Register of Historic Places Listing**

This request by the current owners, Thomas M. & Laurel C. Scieszka, is to consider placing this resource on the Local Register.

The structure meets the following five of the seven criteria:

1. Escondido historical resources that are strongly identified with a person or persons who significantly contributed to the culture, history, prehistory, or development of the City of Escondido, region, state or nation;

*The house was built by Weir Construction, famous Escondido builders on property previously owned by L.R. Green, another of Escondido's prominent residents.*

2. Escondido building or buildings that embody distinguishing characteristics of an architectural type, specimen, or are representative of a recognized architect's work and are not substantially altered.

*The structure is built of native adobe bricks, unique to the area.*

5. Escondido historical resources that are fifty (50) years old or have achieved historical significance within the past 50 years.

*The structure was built in 1951 and is now 61 years old.*

6. Escondido historical resources that are an important key focal point in the visual quality or character of a neighborhood, street, area or district.

*The structure sits at the top of this prominent hill with a commanding view of their Adobe Heights neighborhood and of much of the Escondido valley.*

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

*This is one of very few prominent large-scale adobe residences remaining in the city.*

### **Mills Act Contract**

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

Respectfully Submitted,



Paul K. Bingham  
Assistant Planner II

## **Mills Act Application List of Improvements**

Property Address: 2985 Su Siempre Place  
Property Owners: Thomas M. & Laurel C. Scieszka

1. Replace tile roof and individual bird stops on main house and outbuildings (completed).
2. Replace original cyclone fence and gates at entrance (complete).
3. Re-surface original asphalt driveway (completed).
4. Repaint main house and outbuildings (completed).
5. Reglaze and repaint frames of existing main house windows (completed).
6. Upgrade house plumbing (completed).
7. Replace both existing water heaters (completed).
8. Replace old air conditioning unit and wiring (completed).
9. Upgrade old wiring in playroom (completed).
10. Replace weather stripping on all casement windows (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 \_\_\_\_\_; \_\_\_\_\_ ¼ of \_\_\_\_\_ ¼ of Sec \_\_\_\_\_; \_\_\_\_\_ B.M.

c. Address 2985 Su Siempre Place 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) 239-3/Parcel 231/Map 11617/RT 514

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

\*P3b. Resource Attributes: (List attributes and codes) \_\_\_\_\_

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

P5a. Photograph or Drawing (Photograph required for buildings, structures, and objects.)

See attached photos

P5b. Description of Photo:  
(view, date, accession #) \_\_\_\_\_

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

\*P7. Owner and Address: Scieszka  
Living Trust, 2985 Su Simpre Place  
Escondido, CA 92025

\*P8. Recorded by:  
(Name, affiliation, and address)  
\_\_\_\_\_  
\_\_\_\_\_

\*P9. Date Recorded: \_\_\_\_\_

\*P10. Survey Type: (Describe) Escondido Historical Survey Update 1940-1955 memo from Jay Petrek, Senoir Planner for  
Escondido, dated 2/15/12 attached.

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

\*Attachments: ☐ NONE ☒ Location Map ☐ Continuation Sheet ☐ Building, Structure, and Object Record  
☐ Archaeological Record ☐ District Record ☐ Linear Feature Record ☐ Milling Station Record ☐ Rock Art Record  
☐ Artifact Record ☒ Photograph Record ☒ Other (List): Chain of Ownership, Description, Maps 239-23,25-296,11617

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: Rancho Siempre

B2. Common Name: 2985 Su Siempre Place

B3. Original Use: Residential

B4. Present Use: Residential

\*B5. Architectural Style: Adobe Ranch

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

Construction began in 1949 by Forest Holly Construction and completed in 1951. Patio to the East of the main structure was added in 1958 by Weir Construction Company.

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

\*B8. Related Features:

Cabana House, foremans house, retaining walls.

B9a. Architect: Forest Holly and Helen Bannister b. Builder: Forest Holly Construction

\*B10. Significance: Theme Adobe Area: Adobe District

Period of Significance: 1950's 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.)

L.R. Green was well known for his adobe block company of which the ranch house is constructed. The builder, Forest Holly, pre-dates the more well known of adobes Weir Construction. The original owner/builder was the daughter of L.R. Green, named Helen. I am sure L.R. Green spent time here and more than likely had some say in the construction. The architectural style is unique in its own right, and the area.

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

\*B12. References:

B13. Remarks:

\*B14. Evaluator:

Sketch Map with north arrow required.

See attached map

\*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 \_\_\_\_\_

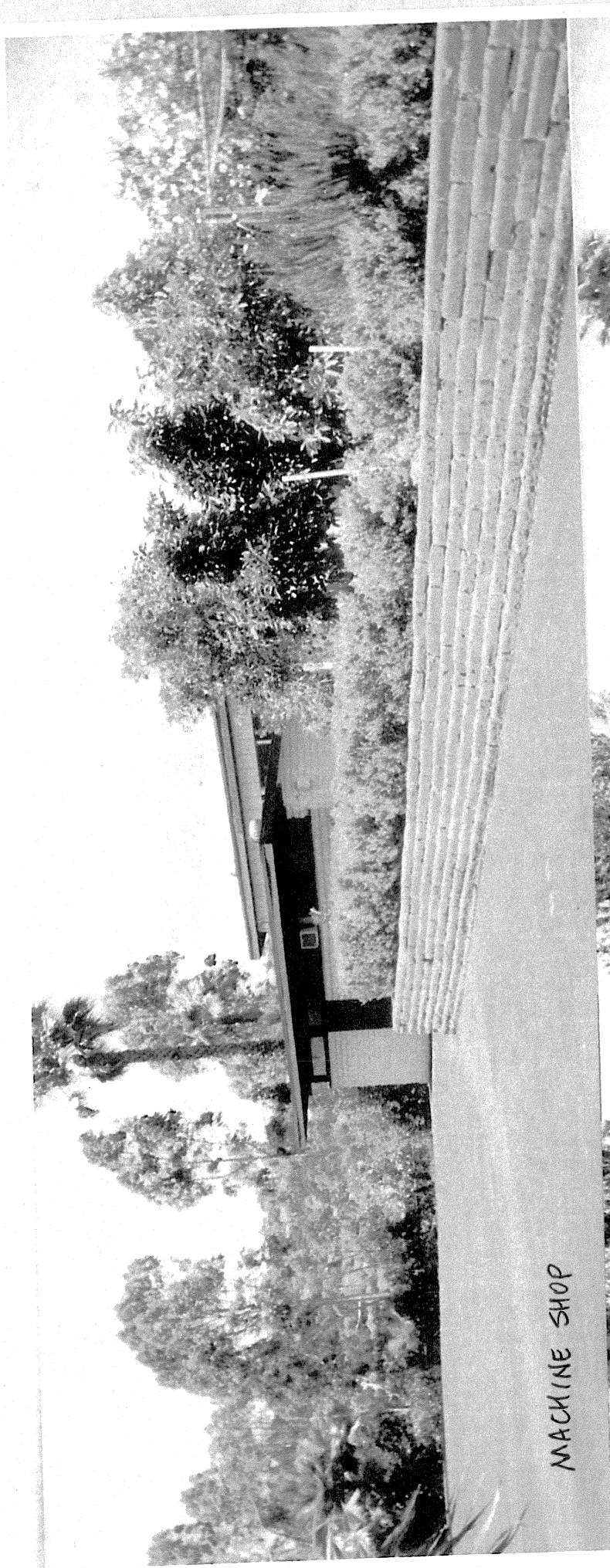
Page 3 of 3 \*Resource Name or #: (Assigned by recorder) \_\_\_\_\_

Recorded by: \_\_\_\_\_ Date: \_\_\_\_\_

☐ Continuation ☐ Update

See attached description and chain of ownership.





MACHINE SHOP



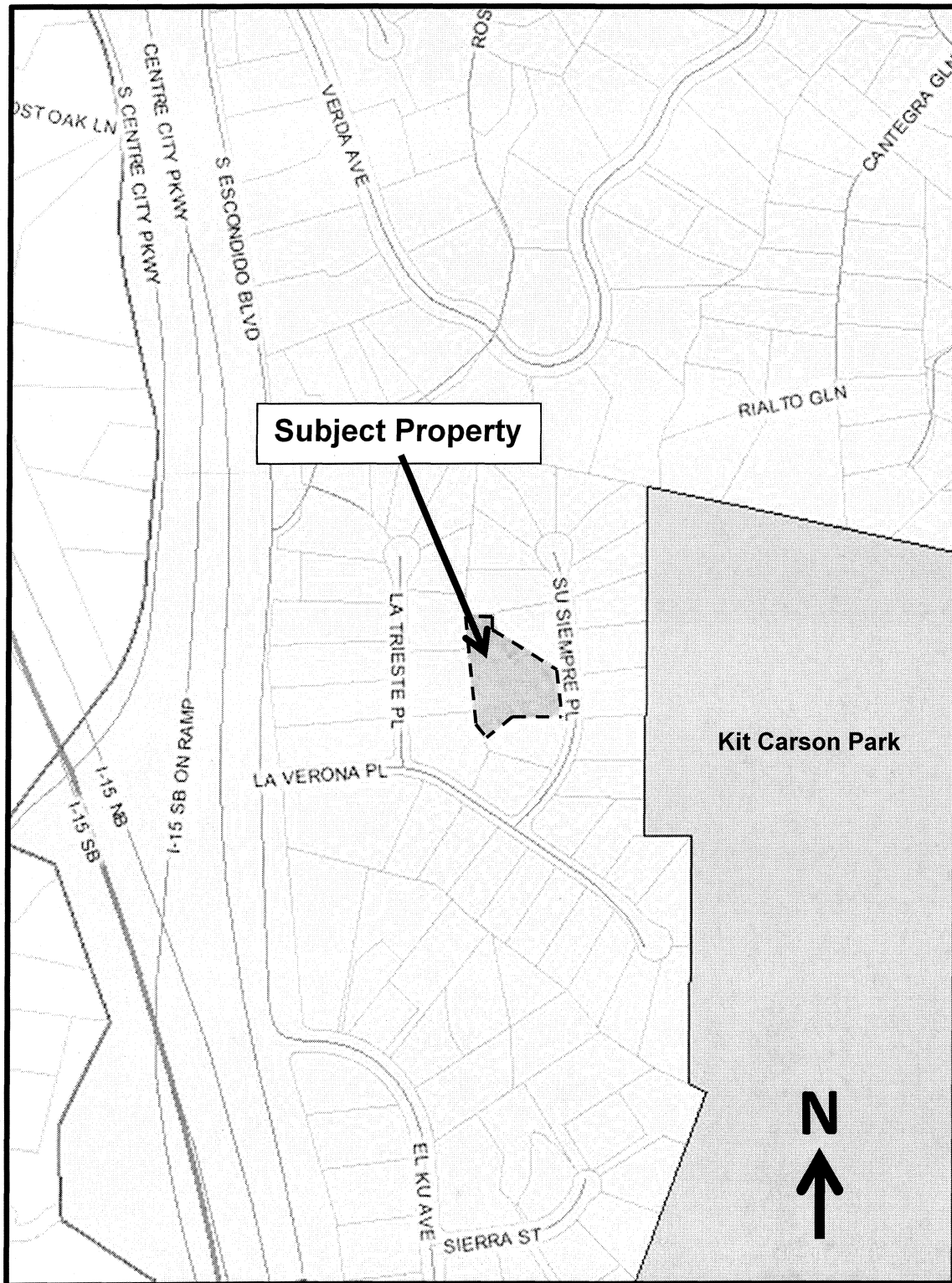
FRONT (SOUTH SIDE)



↑ NORTH SIDE

WEST SIDE ↓





**2985 Su Siempre Place**



Builder- Forrest Holly

Single story ranch, 5 bedrooms, 4 ½ bath, 2 fireplaces, separate laundry room, den, dining, living and bonus playroom. Newly updated kitchen, double oven, oversized 6 burner gas stove top, large fridge, granite countertops, recessed and hanging lights, walk in cedar closet. Two water heaters, updated AC units. Exterior and interior walls are constructed from L.R. Greens adobe bricks, 12 inches wide, 16 inches long and 4 inches thick having 1 inch mortar joints. Interior ceilings have exposed beams with wood panels, dark stain. Built in stained or painted cabinets in the den and all the bedrooms. Gable roof with individual Spanish clay tiles including single mortared bird stops. Slab on grade residence. Original windows are metal casement style with brick sills and exposed wood headers.

Separate out building used as foreman's office, now used as guest room with bath, and workshop also constructed in the same style as the main house. Wired for 220 volt, air compressor with multiple outlets, steel beam in rafters for heavy duty lifting and car lift.

The property is approximately 1.38 acres with 100% irrigation from an onsite well with holding tank. Numerous fruit trees, avocados, four different types of palm trees, mature eucalyptus, Italian cypress, xeroscape area and multiple ground covers. There are over 11,000 red bricks throughout the property used around the pool area, back patios and walkways. The property is situated atop a hill formed from decomposed granite with breathtaking views of the San Pasqual Valley, Rancho Bernardo and the surrounding mountains. There are multiple retaining walls supporting various levels of the grounds.

The fifty foot by twenty five foot pool is surrounded by red bricks, multiple planting areas with flagstone walls, and a pool house at the south end. The pool house contains an oak bar with fridge and a sink, dance floor, his and her changing rooms, bathroom, separate shower room and pump room.

2985 SU SIEMPRE CHAIN OF OWNERSHIP

9/23/2012

- 1999      Scieszka Living Trust  
Thomas M. Scieszka 10/28/56      Laurel C. Scieszka 8/31/56  
Born in- Flint, MI      Flint, MI  
Sons- Mark L. 8/18/86      David P. 2/22/89  
Born in- Ft. Collins, CO.      Born in- Ft. Collins, CO.  
Father- Louis J. Scieszka      Raymond M. Catsman  
Born in-Lansing, MI      Flint, MI  
Mother- Shirley M. Scieszka (Marchand)      Shirley Z. Catsman (Zimmer)  
Detroit, MI      Detroit, MI
- 1980      Parcel Sub divided by Johnson Living Trust  
Named "Prestige Estates", I am in possession of original sign.
- 1978      Jonhnson Living Trust / Adobe Heights Partnership  
Vance and Lucille Johnson, 3 children, 2 boys and 1 girl.  
Vance- Real Estate Underwriter, boys are lawyer and engineer,  
girl is a lawyer. All still in the area.
- 1967      Max E. and Jayne Freeman  
No records found at the Escondido Historical Society.
- 1958      Patio area is added, East side, construction is done by Weir Construction.
- 1951      James M. and Helen G. Bannister (L.R. Greens daughter), move in.  
Hwy 395 Route 3 Box 1317 (Ross Lane).  
Helen was born 4/5/1920 and passed 9/17/2000 in San Luis Obispo.  
Dennis Bannister, son, started Bannister Iron Works, 1975, 540 Enterprise, Escondido. Retired, son  
is running the business. Dennis is currently residing in Valley Center.
- 1949      Construction begins, Ross Lane, per Dennis Bannister.  
Builder is Forest Holly, known to be blind, uses L.R. Greens adobe bricks.
- 1912      Hildreth Von Klein Smid (Green) L.R. Greens daughter &  
Lawrence R. Green and Georgia M. Green
- 1910      Oak's Tract/Rancho San Bernardo  
Oliver and Ida L. Oaks , recorded book 550, pg 154 of deeds.



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: Vanessa Esquivel  
P.O. Box 121750  
San Diego, CA 92112-1750

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

**Project Title/Case No.:** HP-12-0001

**Project Locations - specific:** Addressed as 2985 Su Siempre Place (APN 239-231-4200), located on a hilltop east of the intersection of South Centre City Pkwy and the I-15 freeway.

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

**Description of Project:**

To approve listing the 1.36-acre subject property on the City's Local Register of Historic Places and entering into a Mills Act Contract in the RE-20 (Single-Family Residential, 20,000 SF minimum lot size) zone, located in the E2 (estate II) land use designation of the General Plan.

**Name of Public Agency Approving Project:** City of Escondido

**Name(s) of Person or Agency Carrying Out Project**

Names: Thomas M. and Laurel C. Scieszka  
Address: 2985 Su Siempre Place, Escondido, CA 92025

Telephone: (760) 738-4641

☒ 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. The project is within the RE-20 zone, E2 General Plan land use designation and no variances are required.
2. The project will be consistent with the Secretary of Interior's Standards for the Treatment of Historic Properties with guidelines for preserving, rehabilitating, restoring and reconstructing historic buildings.
3. The 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

*10/24/12*  
Date

☒ Signed by Lead Agency

Date received for filing at OPR:

☐ Signed by Applicant

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

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

Case: HP12-0001

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 Thomas M. and Laurel C. Scieszka (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 1<sup>st</sup> 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 (10<sup>th</sup>) 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: Thomas M. and Laurel C. Scieska  
2985 Su Siempre Place  
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: \_\_\_\_\_  
Sam Abed, Mayor

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Diane Halverson, City Clerk

**OWNERS**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Thomas M. Scieska  
(This signature must be notarized.)

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Laurel C. Scieska  
(This signature must be notarized.)

APPROVED AS TO FORM:

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

By: \_\_\_\_\_

## ATTACHMENT "A"

### LEGAL DESCRIPTION

#### PARCEL 1:

THAT PORTION OF THE OAKS TRACT, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1415, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, FEBRUARY 8, 1912, DESCRIBED AS FOLLOWS:

BEGINNING AT SAID SOUTHWESTERLY CORNER OF OLIVER OAKS TRACT; THENCE ALONG THE SOUTHERLY LINE THEREOF SOUTH 78° 09' 52" EAST 191.27 FEET; THENCE SOUTH 5° 18' 30" WEST 434.63 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 84° 38' 07" EAST 85.00 FEET; THENCE SOUTH 8° 41' 40" EAST 46.82 FEET; THENCE SOUTH 64° 12' 12" EAST 206.45 FEET; THENCE SOUTH 6° 00' EAST 81.94 FEET TO A TANGENT 330 FOOT RADIUS CURVE, CONCAVE WESTERLY; THENCE SOUTHERLY ALONG SAID CURVE THROUGH AN ANGLE OF 6° 18' 01" A DISTANCE OF 36.29 FEET; THENCE SOUTH 81° 45' 27" WEST, 130.97 FEET; THENCE SOUTH 58° 26' 49" WEST 119.59 FEET; THENCE NORTH 34° 23' 18" WEST 52.72 FEET; THENCE NORTH 5° 21' 53" WEST 285 FEET TO THE TRUE POINT OF BEGINNING.

SAID LAND BEING SHOWN AS "NOT A PART" ON MAP NO. 11617 OF ESCONDIDO TRACT NO. 514 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

#### PARCEL 2:

AN EASEMENT FOR ROAD AND UTILITY PURPOSES, OVER AND ACROSS ALL THAT PORTION OF LOTS 34, 36, 37 AND 38 OF ESCONDIDO TRACT NO. 514, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 11617 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF LOT 35 IN SAID ESCONDIDO TRACT NO. 514; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 35, NORTH 70° 37' 02" WEST, 174.56 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT; THENCE ALONG THE WESTERLY LINE OF SAID LOT, SOUTH 25° 05' 05" WEST, 3.00 FEET; THENCE NORTH 70° 37' 02" WEST, 25.60 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 65.00 FEET; THENCE WESTERLY AND NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 65° 15' 09" AN ARC DISTANCE OF 74.03 FEET; THENCE TANGENT TO SAID CURVE NORTH 05° 21' 53" WEST, 106.50 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 110.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 75° 00' 00" AN ARC DISTANCE OF 28.80 FEET; THENCE TANGENT TO SAID CURVE NORTH 20° 21' 53" WEST, 49.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 45.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37° 30' 08" AN ARC DISTANCE OF 29.45 FEET; THENCE TANGENT TO SAID CURVE NORTH 17° 08' 15" EAST, 90.24 FEET TO THE SOUTHWESTERLY CORNER OF LOT 32 IN SAID ESCONDIDO TRACT NO. 514; THENCE ALONG THE EASTERLY LINE OF LOTS 38, 37 AND 36 IN SAID ESCONDIDO TRACT 514, SOUTH 05° 21' 53" EAST 285.00 FEET TO A CORNER IN SAID LOT 36; THENCE ALONG THE EASTERLY LINE OF SAID LOT, SOUTH 34° 23' 18" EAST, 53.08 FEET; THENCE SOUTH 70° 37' 02" EAST, 205.33 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 330.00 FEET, SAID POINT ALSO BEING ON THE EASTERLY LINE OF SAID LOT 34; THENCE SOUTHERLY ALONG SAID CURVE AND THE EASTERLY LINE OF SAID LOT 34, THROUGH A CENTRAL ANGLE OF 3° 00' 30" AN ARC DISTANCE OF 20.30 FEET MORE OR LESS TO THE POINT OF BEGINNING.

#### PARCEL 3:

A NON-EXCLUSIVE EASEMENT AND RIGHT OF WAY FOR THE PURPOSE OF PLANTING, IRRIGATING AND

## DESCRIPTION

MAINTAINING FLORA, PLANTS, SHRUBBERY AND TREES, OVER, UNDER, ALONG AND ACROSS ALL THOSE PORTIONS OF LOTS 32, 33, 34, 35, 36, 37 AND 38 OF ESCONDIDO TRACT NO. 514, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 11617, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, SEPTEMBER 12, 1986, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHERLY 5.00 FEET OF THE WESTERLY 93.00 FEET OF SAID LOT 32.

THE WESTERLY 8.00 FEET AND THE SOUTHWESTERLY 8.00 FEET OF SAID LOT 33.

ALL OF SAID LOT 34 LYING BETWEEN THE NORTHERLY AND SOUTHERLY BOUNDARY OF SAID LOT 34 AND THE FOOT DESCRIBED LINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 34, WHICH IS A POINT IN THE ARC OF A 330 FOOT RADIUS CURVE, CONCAVE WESTERLY, A RADIAL LINE AT SAID POINT BEARING NORTH 89° 41' 59" WEST; THENCE SOUTHERLY ALONG THE ARC OF SAID 330 FOOT RADIUS CURVE, THROUGH A CENTRAL ANGLE OF 0° 52' 44" AN ARC LENGTH OF 5.06 FEET; THENCE SOUTH 81° 45' 27" WEST 129.15 FEET; THENCE SOUTH 58° 26' 53" WEST, 59.31 FEET; THENCE SOUTH 50° 48' 48" WEST 45.16 FEET; THENCE SOUTH 70° 37' 32" EAST 189.27 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY LINE OF SAID LOT 34.

THE NORTHERLY 5.00 FEET OF SAID LOT 35.

ALL THAT PORTION OF SAID LOT 36 LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT 36; THENCE SOUTH 25° 05' 05" WEST 8.02 FEET ALONG THE SOUTHEASTERLY LINE OF SAID LOT 36 OF THE TRUE POINT OF BEGINNING; THENCE NORTH 70° 37' 02" WEST 25.10 FEET TO THE BEGINNING OF A TANGENT 70 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY; THENCE WESTERLY AND NORTHERLY ALONG THE ARC OF SAID 70 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 65° 15' 09" AN ARC LENGTH OF 79.72 FEET; THENCE NORTH 5° 21' 53" WEST 36.97 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF SAID LOT 36.

ALL THAT PORTION OF SAID LOT 37 LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A POINT IN THE SOUTHERLY LINE OF SAID LOT 37 DISTANT THEREON 25.07 FEET WESTERLY OF THE SOUTHEAST CORNER OF SAID LOT 37; THENCE NORTH 5° 21' 53" WEST 69.53 FEET TO THE BEGINNING OF A TANGENT 105 FOOT RADIUS CURVE, CONCAVE WESTERLY; THENCE NORTHERLY ALONG THE ARC OF SAID 105 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 15° 00' 00" AN ARC LENGTH OF 27.49 FEET; THENCE NORTH 20° 21' 53" WEST 49.00 FEET TO THE BEGINNING OF A TANGENT 50 FOOT RADIUS CURVE, CONCAVE EASTERLY; THENCE NORTHERLY ALONG THE ARC OF SAID 50 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 28° 31' 09" AN ARC LENGTH OF 24.89 FEET, MORE OR LESS TO THE NORTHERLY LINE OF SAID LOT 37.

ALL THAT PORTION OF SAID LOT 38 LYING SOUTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A POINT IN THE SOUTHEASTERLY LINE OF SAID LOT 38 DISTANT THEREON 41.69 FEET WESTERLY FROM THE SOUTHEAST CORNER OF SAID LOT 38, WHICH IS A POINT IN THE ARC OF A 50 FOOT RADIUS CURVE, CONCAVE EASTERLY, A RADIAL LINE THROUGH SAID POINT BEARING SOUTH 81° 50' 44" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID 50 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 8° 58' 59" AN ARC LENGTH OF 7.84 FEET; THENCE NORTH 17° 08' 15" EAST 93.58



## DESCRIPTION

FEET; THENCE NORTH 84° 37' 58" EAST 4.28 FEET, MORE OR LESS, TO THE EASTERLY LINE OF SAID LOT 38.

EXCEPTING THEREFROM THOSE PORTIONS OF LOTS 34, 36, 37 AND 38 INCLUDED IN THAT PRIVATE ROAD AND UTILITY EASEMENT RECORDED AUGUST 13, 1986 AS FILE/PAGE NO. 86-346688 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

### PARCEL 4:

A NON-EXCLUSIVE EASEMENT AND RIGHT OF WAY FOR DRAINAGE PURPOSES OVER, UNDER, ALONG AND ACROSS ALL THOSE PORTIONS OF LOTS 33 AND 34 OF ESCONDIDO TRACT NO. 514, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 11617, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, SEPTEMBER 12, 1986, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WESTERLY 8.00 FEET AND THE SOUTHWESTERLY 8.00 FEET OF SAID LOT 33.

THAT PORTION OF SAID LOT 34 LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 3, WHICH IS A POINT IN THE ARC OF A 330 FOOT RADIUS CURVE, CONCAVE WESTERLY, A RADIAL LINE OF SAID POINT BEARING NORTH 89° 41' 59" WEST; THENCE SOUTHERLY ALONG THE ARC OF SAID 330 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 0° 52' 44" AN ARC LENGTH OF 5.06 FEET TO THE TRUE POINT OF BEGINNING OF THE LINE TO BE DESCRIBED; THENCE SOUTH 81° 45' 27" WEST 129.15 FEET; THENCE SOUTH 58° 26' 53" WEST 59.31 FEET; THENCE SOUTH 50° 48' 48" WEST 45.16 FEET TO A POINT WHICH BEARS SOUTH 70° 37' 32" EAST FROM THE MOST WESTERLY CORNER OF SAID LOT 34 AND THE END OF SAID LINE.

### PARCEL 5:

AN EXCLUSIVE EASEMENT AND RIGHT OF WAY FOR PURPOSE OF ERECTING AND MAINTAINING A FENCE OVER, ALONG AND ACROSS THE FOLLOWING DESCRIBED LAND:

ALL THAT PORTION OF LOT 34 OF ESCONDIDO TRACT NO. 514, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 11617, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, SEPTEMBER 12, 1986, LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 34, WHICH IS A POINT IN THE ARC OF A 330 FOOT RADIUS CURVE, CONCAVE WESTERLY, A RADIAL LINE AT SAID POINT BEARING NORTH 89° 41' 59" WEST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 330 FOOT RADIUS CURVE, CONCAVE THROUGH A CENTRAL ANGLE OF 0° 52' 44" AN ARC LENGTH OF 5.06 FEET; THENCE SOUTH 81° 45' 27" WEST 129.15 FEET TO THE TRUE POINT OF BEGINNING OF THE LINE TO BE DESCRIBED; THENCE SOUTH 58° 26' 53" WEST 59.31 FEET; THENCE SOUTH 50° 48' 48" WEST 45.16 FEET AND THE END OF SAID LINE.

## **ATTACHMENT "B"**

### **Mills Act Application List of Improvements**

Case file: HP 12-0001

Property Address: 2985 Su Siempre Place

Property Owners: Thomas M. and Laurel C. Scieszka

1. Replace tile roof and individual bird stops on main house and outbuildings (completed).
2. Replace original cyclone fence and gates at entrance (complete).
3. Re-surface original asphalt driveway (completed).
4. Repaint main house and outbuildings (completed).
5. Reglaze and repaint frames of existing main house windows (completed).
6. Upgrade house plumbing (completed).
7. Replace both existing water heaters (completed).
8. Replace old air conditioning unit and wiring (completed).
9. Upgrade old wiring in playroom (completed).
10. Replace weather stripping on all casement windows (planned).

**RESOLUTION NO. 2012-183**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, LISTING THE RESIDENTIAL STRUCTURE ON THE PROPERTY ADDRESSED AS 2985 SU SIEMPRE PLACE ON THE CITY'S LOCAL REGISTER OF HISTORIC PLACES AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE, ON BEHALF OF THE CITY, A MILLS ACT CONTRACT, AKA AN HISTORIC PROPERTY PRESERVATION AGREEMENT, WITH THOMAS M. AND LAUREL C. SCIESZKA FOR THE PROPERTY LOCATED AT 2985 SU SIEMPRE PLACE

(CASE No. HP-12-0001)

WHEREAS, the City's Historic Resources Ordinance identifies seven criteria for properties to be listed on the City's Local Register of Historic Places; and

WHEREAS, properties eligible for listing on the Local Register must meet at least two of the seven criteria identified in the Ordinance; and

WHEREAS, the property located at 2985 Su Siempre Place has been evaluated against the criteria and has been found to be eligible for listing on the Local Register; and

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

WHEREAS, Thomas M. and Laurel C. Scieszka have submitted a request to enter into a Historic Property Preservation Agreement ("Agreement") with the City for property located at 2985 Su Siempre Place (APN 239-231-4200); and

WHEREAS, this property qualifies for a Mills Act Contract since it was recommended by the Historic Preservation Commission to be listed in the Local Register of Historic Resources on October 2, 2012; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to list the historic property located at 2985 Su Siempre Place on the City's Local Register of Historic Places and approve the Agreement for the property, as recommended by the Historic Preservation Commission on October 2, 2012.

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 list the property on the City's Local Register of Historic Places and to execute, on behalf of the City, an Agreement with Thomas M. and Laurel C. Scieszka for the property located at 2985 Su Siempre Place. 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. 2012-183  
Exhibit A  
Page 1 of 12

Case: HP12-0001

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 Thomas M. and Laurel C. Scieszka (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 1<sup>st</sup> 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 (10<sup>th</sup>) 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.

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**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.

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**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: Thomas M. and Laurel C. Scieszka  
2985 Su Siempre Place  
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: \_\_\_\_\_  
Sam Abed, Mayor

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Diane Halverson, City Clerk

**OWNERS**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Thomas M. Scieszka  
(This signature must be notarized.)

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Laurel C. Scieszka  
(This signature must be notarized.)

APPROVED AS TO FORM:

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

By: \_\_\_\_\_

## ATTACHMENT "A"

### LEGAL DESCRIPTION

**PARCEL 1:**

THAT PORTION OF THE OAKS TRACT, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1415, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, FEBRUARY 8, 1912, DESCRIBED AS FOLLOWS:

BEGINNING AT SAID SOUTHWESTERLY CORNER OF OLIVER OAKS TRACT; THENCE ALONG THE SOUTHERLY LINE THEREOF SOUTH 78° 09' 52" EAST 191.27 FEET; THENCE SOUTH 5° 18' 30" WEST 434.63 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 84° 38' 07" EAST 85.00 FEET; THENCE SOUTH 8° 41' 40" EAST 46.82 FEET; THENCE SOUTH 64° 12' 12" EAST 206.45 FEET; THENCE SOUTH 6° 00' EAST 81.94 FEET TO A TANGENT 330 FOOT RADIUS CURVE, CONCAVE WESTERLY; THENCE SOUTHERLY ALONG SAID CURVE THROUGH AN ANGLE OF 6° 18' 01" A DISTANCE OF 36.29 FEET; THENCE SOUTH 81° 45' 27" WEST, 130.97 FEET; THENCE SOUTH 58° 26' 49" WEST 119.59 FEET; THENCE NORTH 34° 23' 18" WEST 52.72 FEET; THENCE NORTH 5° 21' 53" WEST 285 FEET TO THE TRUE POINT OF BEGINNING.

SAID LAND BEING SHOWN AS "NOT A PART" ON MAP NO. 11617 OF ESCONDIDO TRACT NO. 514 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

**PARCEL 2:**

AN EASEMENT FOR ROAD AND UTILITY PURPOSES, OVER AND ACROSS ALL THAT PORTION OF LOTS 34, 36, 37 AND 38 OF ESCONDIDO TRACT NO. 514, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 11617 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF LOT 35 IN SAID ESCONDIDO TRACT NO. 514; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 35, NORTH 70° 37' 02" WEST, 174.56 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT; THENCE ALONG THE WESTERLY LINE OF SAID LOT, SOUTH 25° 05' 05" WEST, 3.00 FEET; THENCE NORTH 70° 37' 02" WEST, 25.60 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 65.00 FEET; THENCE WESTERLY AND NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 65° 15' 09" AN ARC DISTANCE OF 74.03 FEET; THENCE TANGENT TO SAID CURVE NORTH 05° 21' 53" WEST, 106.50 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 110.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 75° 00' 00" AN ARC DISTANCE OF 28.80 FEET; THENCE TANGENT TO SAID CURVE NORTH 20° 21' 53" WEST, 49.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 45.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37° 30' 08" AN ARC DISTANCE OF 29.45 FEET; THENCE TANGENT TO SAID CURVE NORTH 17° 08' 15" EAST, 90.24 FEET TO THE SOUTHWESTERLY CORNER OF LOT 32 IN SAID ESCONDIDO TRACT NO. 514; THENCE ALONG THE EASTERLY LINE OF LOTS 38, 37 AND 36 IN SAID ESCONDIDO TRACT 514, SOUTH 05° 21' 53" EAST 285.00 FEET TO A CORNER IN SAID LOT 36; THENCE ALONG THE EASTERLY LINE OF SAID LOT, SOUTH 34° 23' 18" EAST, 53.08 FEET; THENCE SOUTH 70° 37' 02" EAST, 205.33 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 330.00 FEET, SAID POINT ALSO BEING ON THE EASTERLY LINE OF SAID LOT 34; THENCE SOUTHERLY ALONG SAID CURVE AND THE EASTERLY LINE OF SAID LOT 34, THROUGH A CENTRAL ANGLE OF 3° 00' 30" AN ARC DISTANCE OF 20.30 FEET MORE OR LESS TO THE POINT OF BEGINNING.

**PARCEL 3:**

A NON-EXCLUSIVE EASEMENT AND RIGHT OF WAY FOR THE PURPOSE OF PLANTING, IRRIGATING AND

## DESCRIPTION

MAINTAINING FLORA, PLANTS, SHRUBBERY AND TREES, OVER, UNDER, ALONG AND ACROSS ALL THOSE PORTIONS OF LOTS 32, 33, 34, 35, 36, 37 AND 38 OF ESCONDIDO TRACT NO. 514, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 11617, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, SEPTEMBER 12, 1986, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHERLY 5.00 FEET OF THE WESTERLY 93.00 FEET OF SAID LOT 32.

THE WESTERLY 8.00 FEET AND THE SOUTHWESTERLY 8.00 FEET OF SAID LOT 33.

ALL OF SAID LOT 34 LYING BETWEEN THE NORTHERLY AND SOUTHERLY BOUNDARY OF SAID LOT 34 AND THE FOOT DESCRIBED LINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 34, WHICH IS A POINT IN THE ARC OF A 330 FOOT RADIUS CURVE, CONCAVE WESTERLY, A RADIAL LINE AT SAID POINT BEARING NORTH 89° 41' 59" WEST; THENCE SOUTHERLY ALONG THE ARC OF SAID 330 FOOT RADIUS CURVE, THROUGH A CENTRAL ANGLE OF 0° 52' 44" AN ARC LENGTH OF 5.06 FEET; THENCE SOUTH 81° 45' 27" WEST 129.15 FEET; THENCE SOUTH 58° 26' 53" WEST, 59.31 FEET; THENCE SOUTH 50° 48' 48" WEST 45.16 FEET; THENCE SOUTH 70° 37' 32" EAST 189.27 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY LINE OF SAID LOT 34.

THE NORTHERLY 5.00 FEET OF SAID LOT 35.

ALL THAT PORTION OF SAID LOT 36 LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT 36; THENCE SOUTH 25° 05' 05" WEST 8.02 FEET ALONG THE SOUTHEASTERLY LINE OF SAID LOT 36 OF THE TRUE POINT OF BEGINNING; THENCE NORTH 70° 37' 02" WEST 25.10 FEET TO THE BEGINNING OF A TANGENT 70 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY; THENCE WESTERLY AND NORTHERLY ALONG THE ARC OF SAID 70 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 65° 15' 09" AN ARC LENGTH OF 79.72 FEET; THENCE NORTH 5° 21' 53" WEST 36.97 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF SAID LOT 36.

ALL THAT PORTION OF SAID LOT 37 LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A POINT IN THE SOUTHERLY LINE OF SAID LOT 37 DISTANT THEREON 25.07 FEET WESTERLY OF THE SOUTHEAST CORNER OF SAID LOT 37; THENCE NORTH 5° 21' 53" WEST 69.53 FEET TO THE BEGINNING OF A TANGENT 105 FOOT RADIUS CURVE, CONCAVE WESTERLY; THENCE NORTHERLY ALONG THE ARC OF SAID 105 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 15° 00' 00" AN ARC LENGTH OF 27.49 FEET; THENCE NORTH 20° 21' 53" WEST 49.00 FEET TO THE BEGINNING OF A TANGENT 50 FOOT RADIUS CURVE, CONCAVE EASTERLY; THENCE NORTHERLY ALONG THE ARC OF SAID 50 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 28° 31' 09" AN ARC LENGTH OF 24.89 FEET, MORE OR LESS TO THE NORTHERLY LINE OF SAID LOT 37.

ALL THAT PORTION OF SAID LOT 38 LYING SOUTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A POINT IN THE SOUTHEASTERLY LINE OF SAID LOT 38 DISTANT THEREON 41.69 FEET WESTERLY FROM THE SOUTHEAST CORNER OF SAID LOT 38, WHICH IS A POINT IN THE ARC OF A 50 FOOT RADIUS CURVE, CONCAVE EASTERLY, A RADIAL LINE THROUGH SAID POINT BEARING SOUTH 81° 50' 44" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID 50 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 8° 58' 59" AN ARC LENGTH OF 7.84 FEET; THENCE NORTH 17° 08' 15" EAST 93.58

## DESCRIPTION

FEET; THENCE NORTH 84° 37' 58" EAST 4.28 FEET, MORE OR LESS, TO THE EASTERLY LINE OF SAID LOT 38.

EXCEPTING THEREFROM THOSE PORTIONS OF LOTS 34, 36, 37 AND 38 INCLUDED IN THAT PRIVATE ROAD AND UTILITY EASEMENT RECORDED AUGUST 13, 1986 AS FILE/PAGE NO. 86-346688 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

### PARCEL 4:

A NON-EXCLUSIVE EASEMENT AND RIGHT OF WAY FOR DRAINAGE PURPOSES OVER, UNDER, ALONG AND ACROSS ALL THOSE PORTIONS OF LOTS 33 AND 34 OF ESCONDIDO TRACT NO. 514, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 11617, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, SEPTEMBER 12, 1986, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WESTERLY 8.00 FEET AND THE SOUTHWESTERLY 8.00 FEET OF SAID LOT 33.

THAT PORTION OF SAID LOT 34 LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 3, WHICH IS A POINT IN THE ARC OF A 330 FOOT RADIUS CURVE, CONCAVE WESTERLY, A RADIAL LINE OF SAID POINT BEARING NORTH 89° 41' 59" WEST; THENCE SOUTHERLY ALONG THE ARC OF SAID 330 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 0° 52' 44" AN ARC LENGTH OF 5.06 FEET TO THE TRUE POINT OF BEGINNING OF THE LINE TO BE DESCRIBED; THENCE SOUTH 81° 45' 27" WEST 129.15 FEET; THENCE SOUTH 58° 26' 53" WEST 59.31 FEET; THENCE SOUTH 50° 48' 48" WEST 45.16 FEET TO A POINT WHICH BEARS SOUTH 70° 37' 32" EAST FROM THE MOST WESTERLY CORNER OF SAID LOT 34 AND THE END OF SAID LINE.

### PARCEL 5:

AN EXCLUSIVE EASEMENT AND RIGHT OF WAY FOR PURPOSE OF ERECTING AND MAINTAINING A FENCE OVER, ALONG AND ACROSS THE FOLLOWING DESCRIBED LAND:

ALL THAT PORTION OF LOT 34 OF ESCONDIDO TRACT NO. 514, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 11617, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, SEPTEMBER 12, 1986, LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 34, WHICH IS A POINT IN THE ARC OF A 330 FOOT RADIUS CURVE, CONCAVE WESTERLY, A RADIAL LINE AT SAID POINT BEARING NORTH 89° 41' 59" WEST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 330 FOOT RADIUS CURVE, CONCAVE THROUGH A CENTRAL ANGLE OF 0° 52' 44" AN ARC LENGTH OF 5.06 FEET; THENCE SOUTH 81° 45' 27" WEST 129.15 FEET TO THE TRUE POINT OF BEGINNING OF THE LINE TO BE DESCRIBED; THENCE SOUTH 58° 26' 53" WEST 59.31 FEET; THENCE SOUTH 50° 48' 48" WEST 45.16 FEET AND THE END OF SAID LINE.

## **ATTACHMENT "B"**

### **Mills Act Application List of Improvements**

Case file: HP 12-0001

Property Address: 2985 Su Siempre Place

Property Owners: Thomas M. and Laurel C. Scieszka

1. Replace tile roof and individual bird stops on main house and outbuildings (completed).
2. Replace original cyclone fence and gates at entrance (complete).
3. Re-surface original asphalt driveway (completed).
4. Repaint main house and outbuildings (completed).
5. Reglaze and repaint frames of existing main house windows (completed).
6. Upgrade house plumbing (completed).
7. Replace both existing water heaters (completed).
8. Replace old air conditioning unit and wiring (completed).
9. Upgrade old wiring in playroom (completed).
10. Replace weather stripping on all casement windows (planned).