



**Approvals:**

City Manager [Signature]

Dept. Head [Signature]

Attorney [Signature]

Finance [Signature]

# AGENDA REPORT

SAN CLEMENTE CITY COUNCIL MEETING

Meeting Date: December 3, 2013

**Department:** Community Development/Planning Division  
**Prepared By:** John Ciampa, Associate Planner

**Subject:** HISTORIC PROPERTY PRESERVATION AGREEMENT 13-300, COOK RESIDENCE, LOCATED AT 410 AVENIDA GRANADA

**Fiscal Impact:** Execution of the Historic Property Preservation Agreement may result in minimal reductions in property tax revenues to the City.

**Summary:** Staff recommends the City Council approve a Historic Property Preservation Agreement (HPPA) for a historic house located at 410 Avenida Granada. The HPPA provides an incentive to owners of historic properties to restore, improve, and preserve their buildings and grounds through a property tax reduction.

**Background:** The approximate 1,000 square foot historic house was constructed in 1927, during the Ole Hanson/Spanish Village by the Sea period of development. At an unknown date, the porch at the front of the house was enclosed to provide additional square footage for the house. In 1940, a detached two car garage with a residential unit was added to the property. In 2006, the property was surveyed by Historic Resources Group and the house's condition was characterized as good and its historic integrity as fair. A summary of the structure's historic value, character defining features, and architecture is provided as Attachment 5.

The property owner is applying for the HPPA in response to a Code Enforcement violation observed in April of 2013. The property owner installed vinyl windows without a permit. To resolve the violation, the property owner requested a Minor Cultural Heritage Permit (MCHP) to allow vinyl windows. On August 21, 2013, the Zoning Administrator approved the MCHP. A condition of approval required the property owner to obtain a HPPA that requires the vinyl windows be replaced with wood windows within the first 10 years of the agreement.

**Discussion:** Staff completed an inspection of the property and evaluated its compliance with the Secretary of the Interior's Standards to determine if additional improvements are needed to rehabilitate the historic resource. The HPPA was reviewed by the Design Review Subcommittee (DRSC) on October 9, 2013, and recommended the following improvements:

Complete in 2014

1. Remove or replace the awning at the side of the house with a traditional Spanish awning.
2. Paint the wood siding affixed to the enclosed porch.

3. Replace non-traditional light fixtures with Spanish light fixtures that are in scale with the building.

Complete in 2015

4. Replace crawlspace covers

Complete in 2016

5. If possible relocate the conduit at the rear of the house.
6. Remove the metal pipe railing on the detached guest unit. If necessary, replace the railing with wrought iron.
7. Replace the metal railing at the front of the house with wrought iron.

Complete in 2020

8. Replace the side door to the house with a traditional Spanish door.

Complete in 2023

9. Replace the vinyl windows with wood windows.

If approved by the City Council, the HPPA will be executed after the owner has submitted the required \$353 filing fee. The executed HPPA will then be recorded with the County and forwarded to the Tax Assessor. The estimated tax savings for the owners will be \$1,500 annually, beginning in 2014. The exact amount of the reduction will only be known after the County Tax Assessor completes a valuation for the property in 2014 based on the executed Agreement.

**Recommended**

**Action:** STAFF RECOMMENDS THAT the City Council approve HPPA 13-300 for the historic house located at 410 Avenida Granada.

- Attachments:**
- |              |  |
|--------------|--|
| Attachment 1 | Resolution   |
| Exhibit 1    | HPPA 13-300  |
| Exhibit A    | Historic Property Legal Description                                  |
| Exhibit B    | City of San Clemente Historic Property Minimum Maintenance Standards |
| Exhibit C    | Historic Property Improvements to be completed                       |
| Attachment 2 | Vicinity Map   |
| Attachment 3 | Assessment of the City's HPPA program                                |
| Attachment 4 | DPR Form   |
| Attachment 5 | Cultural Heritage Subcommittee October 9, 2013 meeting minutes       |
| Attachment 6 | Annotated photographs of improvement items                           |
| Attachment 7 | Photographs  |

**Notification:** All of the property owners within 300 feet and the Historical Society have been notified of the project

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# ATTACHMENT 1

## RESOLUTION NO.

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN CLEMENTE, CALIFORNIA, APPROVING HISTORIC PROPERTY PRESERVATION AGREEMENT 13-300 FOR THE PROPERTY LOCATED AT 410 AVENIDA GRANADA

WHEREAS, the City Council of the City of San Clemente adopted Ordinance 1194, which in Section 3, establishes procedures for property "owner" of designated historically significant structures to voluntarily enter into Historic Property Preservation Agreements in order to apply to receive property tax reductions as an incentive for historic preservation; and

WHEREAS, on August 5, 2013 an application was submitted by Marianne Cook, 410 Avenida Granada, San Clemente, CA 92673, who is the owner of a designated historically significant structure, to enter into an Historic Property Preservation Agreement (HPPA) for his property located at 410 Avenida Granada, the legal description being Lot 33, Block 27 of Tract 779; and

WHEREAS, on October 9, 2013, the Cultural Heritage Subcommittee of the Planning Commission reviewed the application and recommended approval of HPPA 13-300 with nine restoration improvement conditions; and

WHEREAS, on December 3, 2013, the City Council held a duly noticed public hearing, and considered testimony of City staff, the applicant and property owner, and other interested parties.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN CLEMENTE HEREBY RESOLVES AS FOLLOWS:

SECTION 1: The City Council hereby approves HPPA 13-300, attached hereto and incorporated herein by reference as Exhibit 1, and authorizes the Mayor to execute, and the City Clerk to record the HPPA for the property at 410 Avenida Granada, after the required application fee has been submitted to the City by the property owner.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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ATTEST:

\_\_\_\_\_  
City Clerk of the City of  
San Clemente, California

\_\_\_\_\_  
Mayor of the City of San  
Clemente, California

STATE OF CALIFORNIA     )  
COUNTY OF ORANGE     ) §  
CITY OF SAN CLEMENTE    )

I, JOANNE BAADE, City Clerk of the City of San Clemente, California, do hereby certify that Resolution No. \_\_\_\_\_ was adopted at a regular meeting of the City Council of the City of San Clemente held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the following vote:

AYES:

NOES:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Clemente, California, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
CITY CLERK of the City of  
San Clemente, California

Approved as to form:

\_\_\_\_\_  
City Attorney

7A.4

EXHIBIT 1

Recording Requested by, and  
when Recorded Mail to:

City Clerk  
City of San Clemente  
100 Avenida Presidio  
San Clemente, CA 92672

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This Agreement is recorded for the benefit of the City of San Clemente and is exempt from the payment of recording fees pursuant to Government Code Sections 6103 and 27383.

HISTORIC PROPERTY PRESERVATION AGREEMENT

THIS AGREEMENT is made and entered into this 3<sup>rd</sup> day of December, 2013, by and between the City of San Clemente ("City"), a municipal corporation of the State of California, and Marianne Cook ("Owner").

RECITALS

WHEREAS, the owners possess fee title in and to that certain qualified real property, together with associated structures and improvements thereon, located on Assessor's Parcel Number 692-054-17, located at 410 Avenida Granada, San Clemente, California 92672, more specifically described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the Historic Property is a qualified historic property in that it is privately owned property which is not exempt from property taxation and is listed in the City's Designated Historic Structures List, which is the City's official register of historically significant sites adopted May 1, 1996 by Resolution 96-32 of the San Clemente City Council, as amended; and

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

WHEREAS, both City and Owner desire to enter into this Agreement for the purpose of protecting and preserving the characteristics of historical significance of the Historic Property through the incentive of a potential property tax reduction; and

WHEREAS, Owner, in consideration for abiding by the terms of this Agreement, shall be entitled to qualify for a reassessment of valuation of the Historic Property, pursuant to provisions of the aforementioned California Revenue and Taxation Code, and any corresponding adjustment in property taxes resulting therefrom.

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AGREEMENT

NOW, THEREFORE, both Owner and City, 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. AGREEMENT SUBJECT TO GOVERNMENT CODE SECTIONS 50280-50290. This agreement is made pursuant to California Government Code Sections 50280 through 50290 and Article 1.9 (commencing with Section 439) of Chapter 3, Part 2 of Division 1 of the California Revenue and Taxation Code and is subject to all of the provisions of those statutes.

2. REASSESSMENT OF VALUATION. The determination of property valuation pursuant to Chapter 3, Part 2 of Division 1 of the California Revenue and Taxation Code, is in the sole discretion of the Orange County Tax Assessor's Office. City makes no representations regarding the actual tax savings any person may realize by entering into this Agreement.

3. PRESERVATION OF PROPERTY. Owner agrees to preserve and maintain the Historic Property and its character-defining features, as provided below. Character-defining features include, but are not necessarily limited to, the general architectural form, style, materials, design, scale, details, mass, roof line and other aspects of the appearance of the exterior of the property. The Secretary of the Interior's Standards for the Treatment of Historic Properties and minimum maintenance standards, attached hereto and incorporated herein by reference as Exhibit "B," shall constitute the minimum standards and conditions for maintenance, use, and preservation of the Historic Property, and shall apply to the property throughout the term of this Agreement. Owner shall, where necessary, restore and rehabilitate the Historic Property to conform to the rules and regulations of the Office of Historic Preservation of the California Department of Parks and Recreation, the U.S. Secretary of the Interior's Standards for the Treatment of Historic Properties, the City of San Clemente Design Guidelines and in accordance with the attached schedule of improvements, attached hereto and incorporated herein by reference as Exhibit "3."

4. BUILDING CHANGES. All building changes shall comply with applicable City specific plans, City regulations and guidelines, and with the rules and regulations of the Office of Historic Preservation of the California Department of Parks and Recreation, namely the U.S. Secretary of the Interior's Standards for Rehabilitation and Standards and Guidelines for Historic Preservation Projects.

5. NOTIFICATION OF DIRECTOR. The Community Development Director shall be notified by the Owner of changes to character-defining exterior features prior to their execution, such as major landscaping projects and tree removals, exterior door or window replacement, exterior repainting, remodeling, or other exterior alterations requiring a building permit. The Owner agrees to secure all necessary City approvals and/or permits prior to changing the building's exterior appearance or use, or prior to commencing construction work.

6. PROHIBITED. The following are prohibited: demolition or partial demolition of the historic building or accessory buildings without prior City approval; exterior

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alterations or additions not in keeping with the standards listed above; dilapidated, deteriorating or unrepaired structures such as fences, roofs, doors, walls, windows; outdoor storage of junk, trash, debris, appliances, or furniture visible from a public way; or any device, decoration, structure or vegetation which is unsightly due to lack of maintenance or because such feature adversely affects, or is visually incompatible with, the property's recognized historic character, significance and design, as determined by the Community Development Director.

7. INSPECTIONS. Owner agrees to permit the periodic examination, by prior appointment, of the interior and exterior of the Historic Property by the County Assessor, the Department of Parks and Recreation, the State Board of Equalization and City as may be necessary to determine Owner's compliance with the terms and provisions of this Agreement. After five years and every five years thereafter, the City shall inspect the property to determine the owner's continued compliance with the agreement.

Each contract must have an inspection after five years and every five years thereafter by the City to determine the owner's continued compliance with the contract.

8. PAYMENT OF FEE. As a condition of executing the contract, Owner shall pay City a fee as provided in the City's current Planning Fee Schedule, after City Council approval of the Agreement, which fee does not exceed the reasonable cost of administering City's historical preservation program. Said fee shall be made payable to the City of San Clemente and shall be remitted to the Planning Division prior to the Agreement being executed by City.

9. TERM. The term of this Agreement shall be from December 3, 2013, to and including December 3, 2024.

10. AUTOMATIC RENEWAL. On each yearly anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), one year shall be added automatically to the initial term of this Agreement unless notice of non-renewal is given as provided in this Agreement.

11. NOTICE OF NONRENEWAL. If in any year either the Owner or City desires not to renew this Agreement, that party shall serve written notice of nonrenewal on the other party in advance of the annual renewal date. Unless the notice is served by Owner to City at least 90 days, or by City to Owner at least 60 days, prior to the renewal date, one year shall automatically be added to the term of the Agreement. Within 15 days of receipt by Owner of a notice of nonrenewal, Owner may make a written appeal of non-renewal. Such appeal shall include, but is not limited to, a statement of the grounds on which the appeal is based. Upon receipt of such an appeal, the City Clerk shall set a hearing before the City Council prior to the annual renewal date of this Agreement, or following the renewal date at the earliest date such hearing can reasonably be held. Owner may furnish the City Council with any information which the Owner deems relevant, and shall furnish the City Council with any information it may require. At any time prior to the renewal date, City may withdraw its notice of nonrenewal.

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12. EFFECT OF NOTICE NOT TO RENEW. If in any year either party serves notice of intent not to renew this Agreement, this Agreement shall remain in effect for the balance of the period since the original execution, or the last renewal of the Agreement, as the case may be. Thereafter, this Agreement shall terminate.

13. FURNISHING OF INFORMATION. Owner shall furnish City with any information City shall require in order to enable City to determine eligibility of the property to be classified as a qualified Historic Property.

14. ENFORCEMENT OF AGREEMENT. In lieu of, and/or in addition to, any provisions to cancel the Agreement as referenced herein, City may 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 Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement of violations of this Agreement. If such violation(s) is not corrected to the reasonable satisfaction of the City within thirty (30) days after the date of the notice of violation, or within such reasonable time as may be required to cure the breach or default [provided that acts to cure the breach or default are commenced within thirty (30) days and thereafter diligently pursued to completion], then City may, without further notice, declare a default under the terms of this Agreement and bring any action necessary to specifically enforce the obligations of Owner growing out of the terms of this Agreement, including, but not limited to, bringing an action for injunctive relief against the Owner or for such other relief as may be appropriate.

The City has the option to either cancel the contract or bring action in court to enforce the contract, if the city determines that the owner has breached any of the conditions of the contract or has allowed the property to deteriorate to the point that it no longer meets the standards for a qualified historical property. As an alternative to canceling the contract, a landowner that is a party to the contract may bring any action in court necessary to enforce the contract.

City does not waive any claim of default by Owner if City does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for in this Agreement or in City's regulations governing historic properties are available to City to pursue in the event there is a breach of this Agreement. No waiver by City or any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default thereunder.

15. CANCELLATION. City may cancel this Agreement if City determines Owner has breached any of the conditions or covenants of this Agreement or has allowed the Historic Property to deteriorate to the point that it no longer meets the standards for a qualified historic property. City may also cancel this Agreement if it determines Owner has failed to restore or rehabilitate the property in the manner specified in this Agreement.

16. NOTICE OF CANCELLATION. This Agreement cannot be canceled until after City has given notice and has held a public hearing as required by Government Code Section 50284. Notice of the hearing shall be mailed to the last known address of each owner of property on the City's Designated Historic Structures List and shall be

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published in accordance with Government Code section 6061. Cancellation shall be effective on the date of Council adoption of a resolution cancelling the Agreement.

17. **CANCELLATION FEE.** If City cancels this Agreement in accordance with Sections 15 and 16 above, Owner shall pay a cancellation fee of twelve and one-half percent (12½%) of the full value of the property at the time of cancellation. The full value shall be determined by the County Assessor without regard to any restriction on the property imposed pursuant to this Agreement. The cancellation fee shall be paid to the Controller at such time and in such manner as the Controller shall prescribe in accordance with State law.

18. **NOTICES.** All notices required by or provided for in the Agreement shall be given in writing and may be mailed or delivered in person at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto:

To City: City of San Clemente  
100 Avenida Presidio  
San Clemente, CA 92672  
Attention: City Manager

To Owner: Marianne Cook  
410 Avenida Granada  
San Clemente, CA 92672

Deposit of notice in the mail, postage prepaid, shall be deemed receipt of the notice.

19. **NO COMPENSATION.** Owner shall not receive any payment from City in consideration of the obligations imposed under this Agreement, it being recognized and agreed that the consideration for the execution of this Agreement is the substantial public benefit to be derived from the preservation and maintenance of historic resources and the right to reassessment under State law.

20. **REMEDY IF AGREEMENT HELD NOT ENFORCEABLE .** In the event it is finally determined 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, then this Agreement shall be null and void and without further effect and the property subject to this Agreement shall from that time be free from any restriction whatsoever under this Agreement without any payment or further act of the parties to this Agreement.

21. **EFFECT OF AGREEMENT.** None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors or assigns, nor shall such terms, provisions or conditions cause the parties hereto to be considered joint ventures or members of any joint enterprise.

22. **INDEMNITY OF CITY.** Owner agrees to protect, defend, indemnify and shall hold harmless the City and its elected officials, officers, agents and employees

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from liability for claims, loss, proceedings, damages, causes of action, liability, costs or expense, including reasonable attorney's fees in connection with damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Historic Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, agents and employees with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Historic Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement regardless of whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Historic Property.

23. SUCCESSORS AND ASSIGNS. This Agreement is binding upon and shall inure to the benefit of all successors in interest of the Owner. A successor in interest shall have the same rights and obligations under this Agreement as the original owner who entered into this Agreement.

24. RECORDATION. No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the office of the County Recorder of the County of Orange.

25. AMENDMENTS. This Agreement may be amended, in whole or in part, only by a written and recorded instrument executed by the parties hereto.

26. COMPLIANCE WITH APPLICABLE LAWS. During the term of this Agreement, Owner shall maintain and use the Historic Property in compliance with all applicable State and local statutes, ordinances, regulations and official policies; provided that, except as specifically set forth in Paragraph 3, nothing in this Agreement shall be deemed to require Owner to waive any vested rights or rights to continue to maintain a legally non-conforming structure or use existing as of the date of this Agreement.

IN WITNESS WHEREOF, the parties to this contract have caused their names to be affixed hereto on the day and year first written above.

City of San Clemente

By \_\_\_\_\_ Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

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Owner

By \_\_\_\_\_

STATE OF CALIFORNIA  
COUNTY OF ORANGE

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to be (or proved to me on the basis of satisfactory evidence to be) the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_ (Seal)

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EXHIBIT A

**HISTORIC PROPERTY LEGAL DESCRIPTION**

LOT 33, IN BLOCK 27 OF TRACT No. 779, IN THE CITY OF SAN CLEMENTE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 692 PAGE 05 INCLUSIVE OF MISCELLANEOUS MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT B

**SECRETARY OF THE INTERIOR'S STANDARDS FOR THE TREATMENT  
OF HISTORIC PROPERTIES**

***Rehabilitation (making possible a compatible use for a property through repair, alterations and additions while preserving portions/features that convey its historical, cultural or architectural values)***

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

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***Preservation (applying measures necessary to sustain the existing form, integrity and materials)***

1. A property will be used as it was historically or be given a new use that maximizes the retention of distinctive materials, features, spaces, and spatial relationships. Where a treatment and use have not been identified, a property will be protected and, if necessary, stabilized until additional work may be undertaken.
2. The historic character of a property will be retained and preserved. The replacement of intact or repairable historic materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Work needed to stabilize, consolidate, and conserve existing historic materials and features will be physically and visually compatible, identifiable upon close inspection, and properly documented for future research.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. The existing conditions of historic features will be evaluated to determine the appropriate level of intervention needed. Where the severity of deterioration requires repair or limited replacement of a distinctive feature, the new material will match the old in composition, design, color and texture.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

***Restoration (accurately depicting the form, features, and character of a property as it appeared at a particular period of time)***

1. A property will be used as it was historically or be given a new use which reflects the property's restoration period.
2. Materials and features from the restoration period will be retained and preserved. The removal of materials or alteration of features, spaces and spatial relationships that characterize the period will not be undertaken.
3. Each property will be recognized as a physical record of its time, place, and use. Work needed to stabilize, consolidate, and conserve materials and features from the restoration period will be physically and visually compatible, identifiable upon close inspection, and properly documented for future research.
4. Materials, features, spaces, and finishes that characterize other historical periods will be documented prior to their alteration or removal.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize the restoration period will be preserved.
6. Deteriorated features from the restoration period will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive featured, the new feature will march the old in design, color, texture, and, where possible, materials.
7. Replacement of missing features from the restoration period will be substantiated by documentary and physical evidence. A false sense of history will not be

- created by adding conjectural features, features from other properties, or by combining features that never existed together historically.
8. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
  9. Archeological resources affected by a project will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
  10. Designs that were never executed historically will not be constructed.

***Reconstruction (depicting, by means of new construction, the form, features, and detailing of a non-surviving site, landscape, building, structure or object at a specific time period in its historic location)***

1. Reconstruction will be used to depict vanished or non-surviving portions of a property when documentary and physical evidence is available to permit accurate reconstruction with minimal conjecture, and such reconstruction is essential to the public understanding of the property.
2. Reconstruction of a landscape, building, structure, or object in its historic location will be preceded by a thorough archeological investigation to identify and evaluate those features and artifacts which are essential to an accurate reconstruction. If such resources must be disturbed, mitigation measures will be undertaken.
3. Reconstruction will include measures to preserve any remaining historic materials, features, and spatial relationships.
4. Reconstruction will be based on the accurate duplication of historic features and elements substantiated by documentary or physical evidence rather than on conjectural designs or the availability of different features from other historic properties. A reconstructed property will re-create the appearance of the non-surviving historic property in materials, design, color and texture.
5. A reconstruction will be clearly identified as a contemporary re-creation.
6. Designs that were never executed historically will not be constructed.

**CITY OF SAN CLEMENTE HISTORIC PROPERTY  
MINIMUM MAINTENANCE STANDARDS**

All buildings, structures, yards and other improvements shall be maintained in a manner which does not detract from the appearance of the immediate neighborhood. The following conditions are prohibited:

1. Dilapidated, deteriorating, or un-repaired structures, such as: fences, roofs, doors, walls and windows.
2. Publicly visible storage of scrap lumber, junk, trash or debris.
3. Publicly visible storage of abandoned, discarded or unused objects or equipment, such as automobiles, automobile parts, furniture, stoves, refrigerators, cans, containers or similar items.
4. Stagnant water or excavations, including pools or spas.
5. Any device, decoration, design, structure or vegetation which is unsightly by reason of its height, condition, or its inappropriate location.

**EXHIBIT C**

**HISTORIC PROPERTY IMPROVEMENTS TO BE COMPLETED**

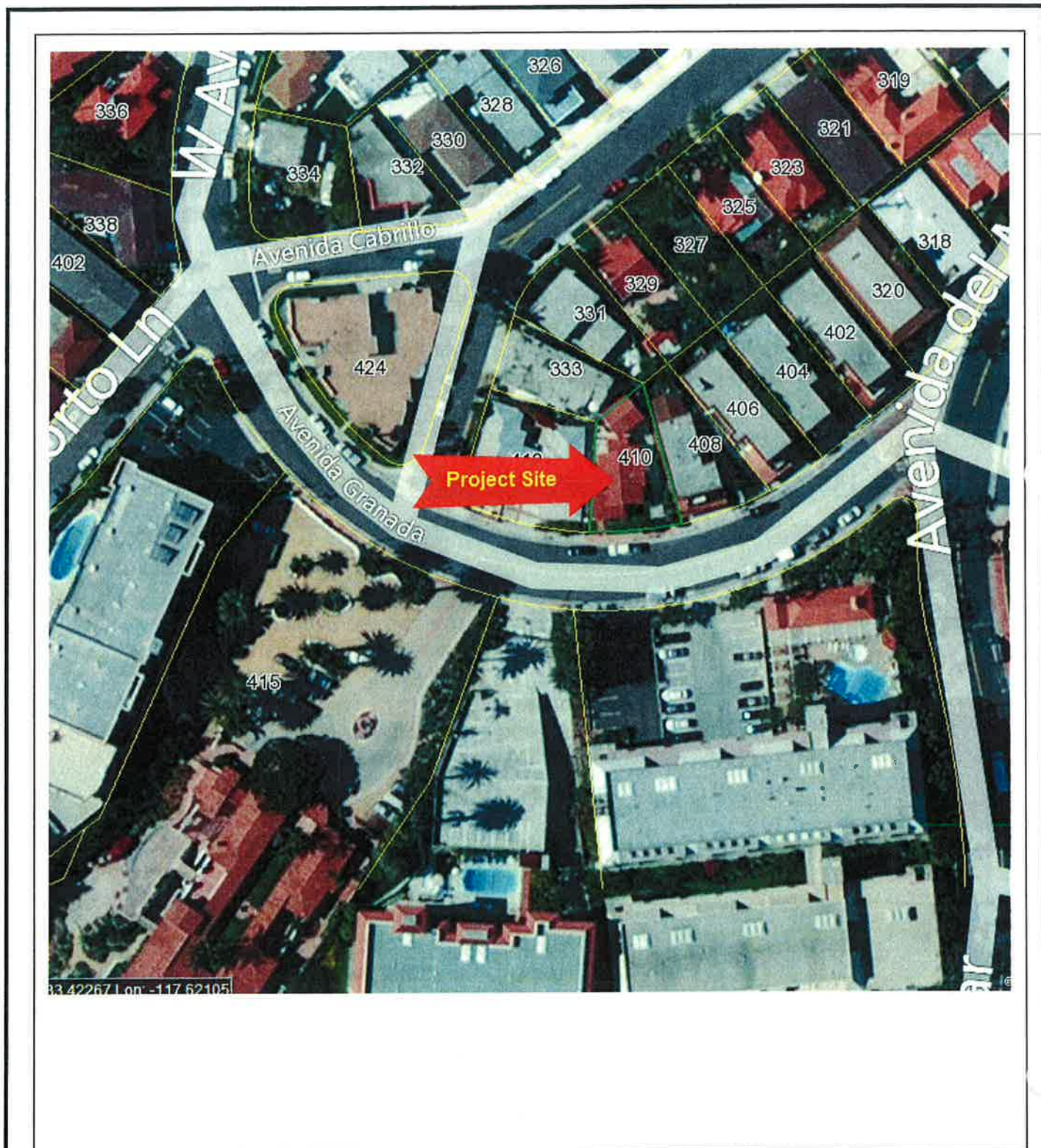
Completion Date	Historic Property Improvements
<u>Complete in 2014</u>	<ol style="list-style-type: none"> <li>1. Remove or replace the awning at the side of the house with a traditional Spanish awning.</li> <li>2. Paint the wood siding affixed to the enclosed porch.</li> <li>3. Replace non-traditional light fixtures with Spanish light fixtures that are in scale with the building.</li> </ol>
<u>Complete in 2015</u>	<ol style="list-style-type: none"> <li>4. Replace crawlspace covers</li> </ol>
<u>Complete in 2016</u>	<ol style="list-style-type: none"> <li>5. If possible relocate the conduit at the rear of the house.</li> <li>6. Remove the metal pipe railing on the detached guest unit. If necessary, replace the railing with wrought iron.</li> <li>7. Replace the metal railing at the front of the house with wrought iron.</li> </ol>
<u>Complete in 2020</u>	<ol style="list-style-type: none"> <li>8. Replace the side door to the house with a traditional Spanish door.</li> </ol>
<u>Complete in 2023</u>	<ol style="list-style-type: none"> <li>9. Replace the vinyl windows with wood windows.</li> </ol>

*7A15*



# LOCATION MAP

HPPA 13-300, Cook Residence  
410 Avenida Granada



33.42267 Lon: -117.62105

7/14





PRIMARY RECORD

Other Listings

Review Code \_\_\_\_\_ Reviewer \_\_\_\_\_ Date \_\_\_\_\_

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Resource Name or #: 410 AVENIDA GRANADA

P1. Other Identifier: Sophie's Casa

P2. Location:  Not for Publication  Unrestricted a. County Orange  
and (P2b and P2C 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 410 Avenida Granada City San Clemente Zip 92672

d. UTM: Zone ; mE/ mN

e. Other Locational Data: Assessor Parcel Number: 692-054-17

P3a. Description:

The property contains a one-story single family residence with a rectangular plan and wood-frame construction. Designed in the Spanish Colonial Revival style, it has a low-pitch front-gable roof with clay tiles and exposed rafter tails. The exterior walls are clad with smooth stucco. There is also a chimney. The primary (south) facade is three bays wide. The westernmost bay contains the recessed front entrance accessed from the street by clay-tile stairs. The central bay is an enclosed porch with three identical windows replaced after 1988. The enclosure is slightly recessed to allow for an entrance-level clay-tile sill. The easternmost bay is recessed and contains one window with a discontinuous clay-tile hood. This bay projects behind the other two due to the slope of the roof. The fenestration consists of non-original vinyl fixed and sliding windows throughout the residence. The residence is in good condition. Its integrity is fair.

P3b. Resources Attributes: 02 Single Family Property

P4. Resources Present:  Building  Structure  Object  Site  District  Element of District  Other



P5b. Description of Photo:

South elevation, north view. May 2006.

P6. Date Constructed/Sources:  
 Historic  Both  
 Prehistoric

1927 (E) Tax Assessor

P7. Owner and Address:

Cook, Donald C. & Cook, Marianne P.  
410 Avenida Granada

P8. Recorded by:

Historic Resources Group, 1728  
Whitley Avenue, Hollywood, CA  
90028

P9. Date Recorded: 9/20/2006

P10. Survey Type:

City of San Clemente Historic  
Resources Survey Update

P11. Report Citation: None.

Attachments:  NONE  Location Map  Sketch 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:

7A-18

# BUILDING, STRUCTURE, AND OBJECT RECORD

Page 2 of 3

NRHP Status Code 3D

Resource Name or #: 410 AVENIDA GRANADA

- B1. Historic Name: (Unknown)
- B2. Common Name: Sophie's Casa
- B3. Original Use: Single-family residential
- B4. Present Use: Single-family residential
- B5. Architectural Style: Spanish Colonial Revival
- B6. Construction History:

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

B8. Related Features:

- B9a. Architect: (Unknown)      b. Builder: (Unknown)
- B10. Significance: Theme Ole Hanson/Spanish Village by the Sea      Area City of San Clemente  
Period of Significance 1925-1936 Property Type Residential Applicable Criteria A

This one-story single family residential building was built in 1927. It is a modest example of the Spanish Colonial Revival style as represented in San Clemente. The property appears eligible as a contributor to a potential National Register district under Criterion A for its association with the Ole Hanson/Spanish Village by the Sea period of development. The property also appears eligible at the local level as a contributor to a potential historic district. It is recommended for retention on the Historic Structures List.

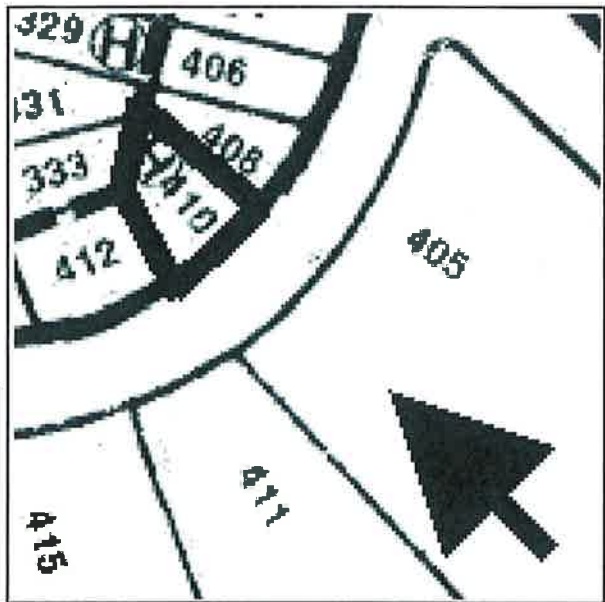
B11. Additional Resource Attributes: 02 Single Family Property

B12. References: Orange County Tax Assessor Records; Historic Resources Survey, Leslie Heumann and Associates, 1995.

B13. Remarks: (none)

B14. Evaluator: Historic Resources Group, Hollywood, CA  
Date of Evaluation: 9/20/2006

(This space reserved for official comments.)



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# CONTINUATION SHEET

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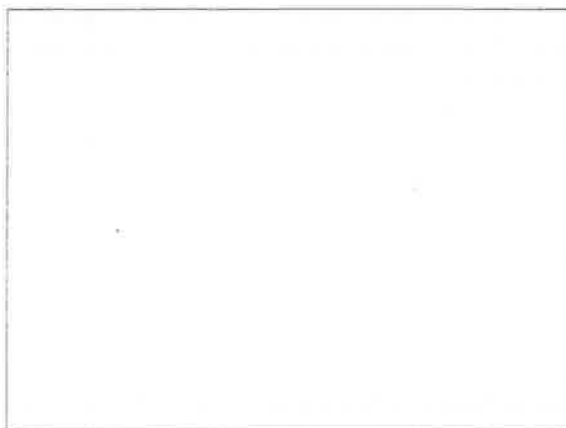
Resource Name or #: 410 AVENIDA GRANADA

Recorded by: Historic Resources Group

Date: 9/20/2006

Continuation  Update

**Photographs of the Subject Property, Continued:**



**CITY OF SAN CLEMENTE  
MINUTES OF THE REGULAR MEETING OF THE  
DESIGN REVIEW SUBCOMMITTEE  
OCTOBER 9, 2013**

Subcommittee Members Present: Michael Kaupp, Julia Darden and Bart Crandell

Staff Present: Cliff Jones and John Ciampa

**1. MINUTES**

Minutes approved: September 25, 2013

**2. ARCHITECTURAL REVIEW OF THE FOLLOWING ITEMS**

**A. Historic Property Preservation Agreement 13-300, Cook Residence  
(Ciampa)**

A request to consider a Mills Act agreement for a historic house located at 410 Avenida Granada.

Associate Planner John Ciampa summarized the staff report.

Subcommittee Member Kaupp stated that the property owner may want to consider covering the wood sections of the enclosed porch with stucco because there could be issues with water infiltration.

Subcommittee Member Darden said the exposed wood of the enclosed deck gives it an honest design that shows it was once an open porch.

The DRSC was supportive of the property owner painting the wood portion of the enclosed porch brown or stuccoing over it to match the rest of the enclosed porch indicating both were consistent with the Secretary of Interior Standards for the treatment of historic properties.

Subcommittee Member Darden stated that if the railing on the steps to the house is required that the new railing be contiguous and span the length of both sets of steps to the house to have a more graceful design. The DRSC agreed with her comment.

The DRSC stated that they agreed with staff's recommendation to relocate or conceal the electrical conduit at the back of the house because it has a visual impact.

The DRSC supported the recommended improvements identified by staff and recommended approval to the City Council.

7A-21

### Complete - 2014



Remove the metal awning on the side of the house. If an awning is desired at this location a traditional Spanish awning should be utilized.

### Complete in 2014



Paint the wood siding that encloses the porch area



7A-52

## Complete in 2014



Replace the light fixtures with Spanish light fixtures that are in scale with the building.

6

## Complete in 2015



Replace the crawlspace covers.

7

7A-23

## Complete in 2016



Remove or replace the metal railing with wrought iron. Railing should be one segment.

8

## Complete - 2016



Remove the metal tubed railing or replace it with wrought iron.

9

7A-24



## Complete - 2016



If Possible relocate the conduit at the back of the house.

10

## Complete -2020



Replace the deteriorated door with a traditionally designed Spanish door.

11

7A-26

## Complete - 2023



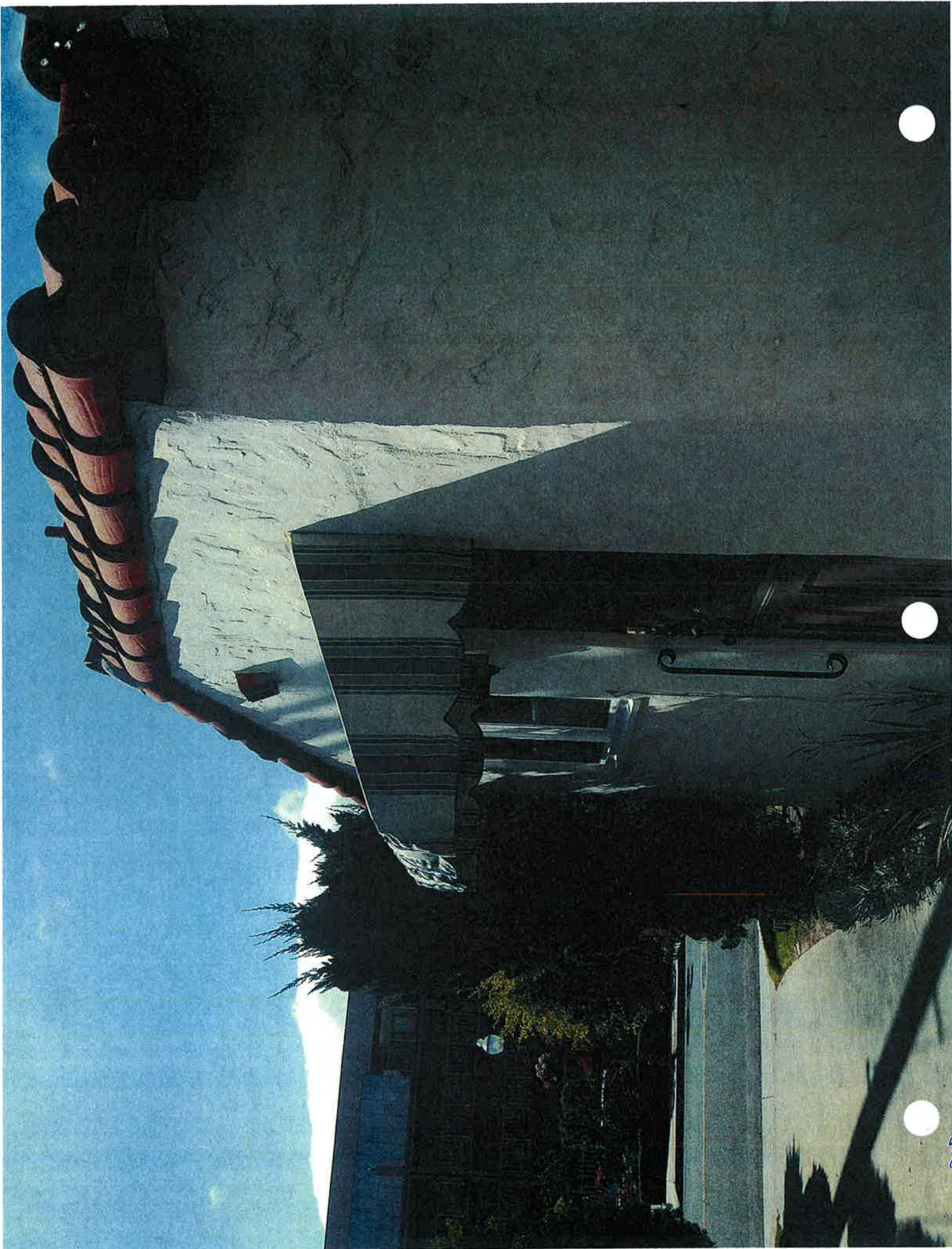
Replace the vinyl windows with traditionally designed wood windows

12

7A-24



7  
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27



7/28/88



7  
8  
8