



AGENDA REPORT

SAN CLEMENTE CITY COUNCIL MEETING
Meeting Date: December 17, 2013

Agenda Item 7B

Approvals:

City Manager [Signature]

Dept. Head [Signature]

Attorney [Signature]

Finance [Signature]

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

Subject: HISTORIC PROPERTY PRESERVATION AGREEMENT 13-382, PAGAN RESIDENCE, LOCATED AT 109 WEST AVENIDA CADIZ

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

Summary: Staff recommends the City Council approve a HPPA for a historic house located at 109 West Avenida Cadiz. 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 1,248 square foot historic house and detached guest house were constructed in 1928, during the Ole Hanson/Spanish Village by the Sea period of development. In 1995 and 2006, the property was surveyed and recommended for retention on the Historic Structures List. A summary of the structures' historic value, character defining features, and architecture is provided as Attachment 4.

Discussion: Staff inspected the property and evaluated its compliance with the Secretary of the Interior's Standards. Based on the evaluation, staff recommended improvements to rehabilitate the historic house. The HPPA was reviewed and supported by the Cultural Heritage Subcommittee (CHSC) on November 13, 2013, and recommended the following improvements:

Complete in 2016

1. Remove and replace the cracked driveway.

Complete in 2017

2. Remove and Replace the wire spark arrestor with a Spanish Colonial Revival designed chimney cap or conceal the spark arrestor

Complete in 2021

3. Remove the decorative tile around the windows of the house and guest house.

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 property taxes for the property if the HPPA is approved are estimated to be \$3,000. The savings for the owners would be about \$4,000 annually, beginning in 2014. The exact amount

of the reduction would 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 13-382 for the historic house located at 109 West Avenida Cadiz.

- Attachments:**
- Attachment 1 Resolution
 - Exhibit 1 HPPA 13-382
 - 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 CHSC November 13, 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

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN CLEMENTE, CALIFORNIA, APPROVING HISTORIC
PROPERTY PRESERVATION AGREEMENT 13-382 FOR THE
PROPERTY LOCATED AT 109 WEST AVENIDA CADIZ

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 November 23, 2013 an application was submitted by Esther Pagan, 109 West Avenida Cadiz, San Clemente, CA 92672, who is the owner of a designated historically significant structure, to enter into an Historic Property Preservation Agreement (HPPA) for his property located at 109 West Avenida Cadiz, the legal description being Lot 55, Block 3 of Tract 822; and

WHEREAS, on November 13, 2013, the Cultural Heritage Board of the Planning Commission reviewed the application and recommended approval of HPPA 13-382 with three restoration improvement conditions; and

WHEREAS, on December 17, 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 13-382, 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 109 West Avenida Cadiz, after the required application fee has been submitted to the City by the property owner.

PASSED AND ADOPTED this _____ day of _____, 2013.

Mayor of the City of
San Clemente, California

ATTEST:

CITY CLERK 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 _____, 2013, by the following vote:

AYES:
NOES:
ABSENT:

CITY CLERK, of the City of
San Clemente, California

Approved as to form:

City Attorney

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EXHIBIT 1

Recording Requested by, and
when Recorded Mail to:

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

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 17th day of December, 2013, by and between the City of San Clemente ("City"), a municipal corporation of the State of California, and Esther Pagan ("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 692-143-36, located at 109 West Avenida Cadiz, 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.

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 17, 2013, to and including December 17, 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.

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

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: Esther Pagan
109 West Avenida Cadiz
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

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)

EXHIBIT A

HISTORIC PROPERTY LEGAL DESCRIPTION

LOT 55, IN BLOCK 3 OF TRACT NO. 822, IN THE CITY OF SAN CLEMENTE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 692 PAGE 14 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.

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

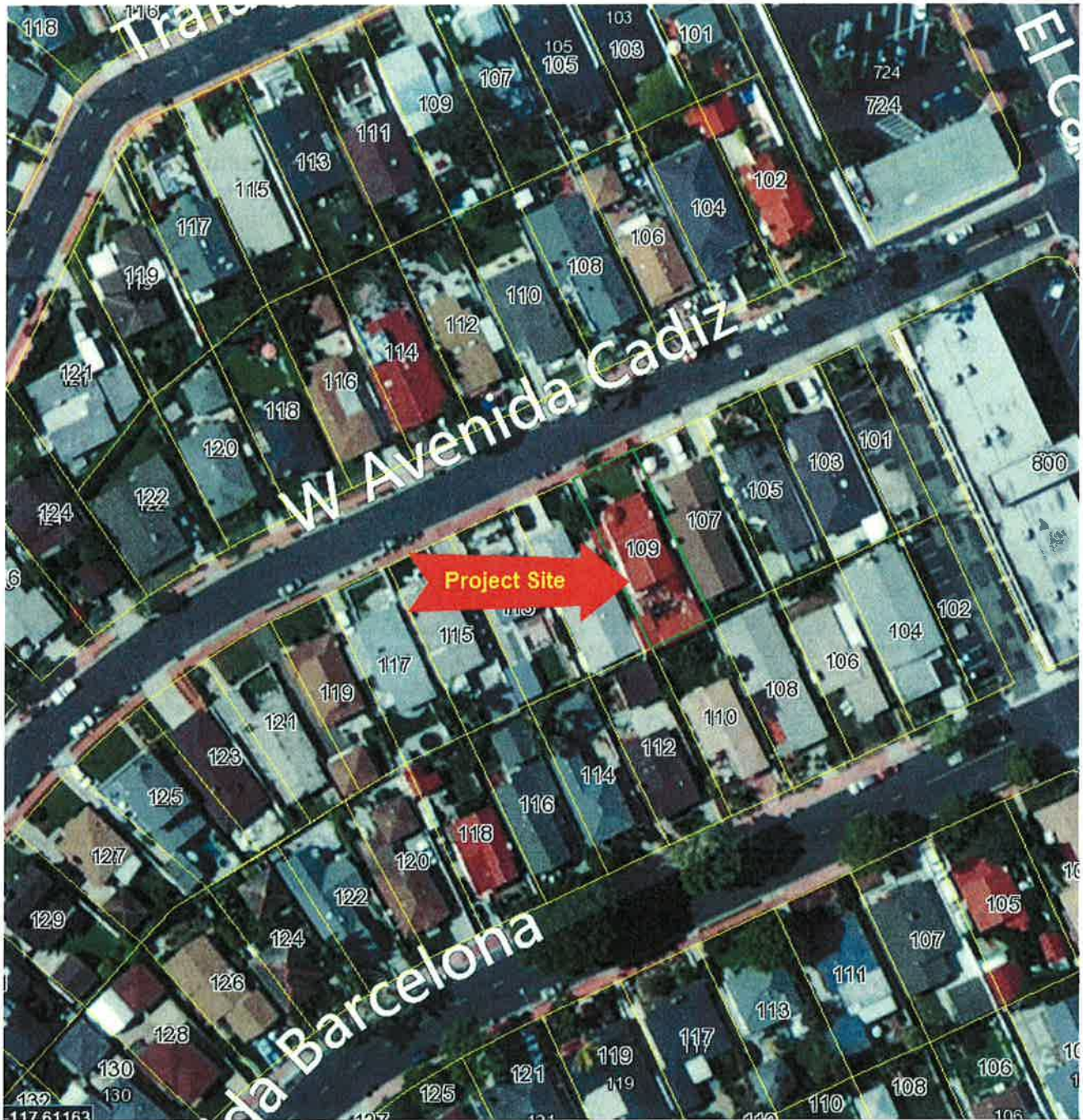
Completion Date	Historic Property Improvements
Complete by end of 2016	1. Remove and replace the cracked driveway.
Complete by end of 2017	2. Remove and replace the wire spark arrestor with a Spanish Colonial Revival designed chimney cap or conceal the spark arrestor.
Complete by end of 2021	3. Remove the decorative tile around the windows of the house and guest house and patch to match the stucco.

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LOCATION MAP

HPPA 13-382, Pagan HPPA
109 West Avenida Cadiz



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ATTACHMENT 3

HPPA Conditions Status Report Summary	
Status:	
Completed Conditions	All required improvements are complete.
Condition due current year	Automatic inspection required following year
Construction in progress	Required improvements are being completed with larger project
Inspection Required	Improvements have been completed pending inspection
In Good Standing	Improvements are up to date but all have not been completed.
Non-Compliance	Required improvements have not been completed in accordance with the conditions of the contract.
Project #	Address
97-061	243 La Cuesta
97-062	223 Roca Vista
97-063	141 Trafalgar Ln
97-064	230 Avenida Rosa
97-065	240 Del Poniente
97-066	323 Av. Monterey
97-067	308 Av. Victoria
97-068	217 San Antonio
97-069	154 Av. Marquita
97-111	1638 Calle Las Bolas
98-001	100 S. El Camino Real
98-002	137 W. Av. Cadiz
98-003	267 W. Marquiza
98-004	429 Calle Gomez
98-005	310 Av. Granada
98-006	254 Avenida Monterey
98-121	418 Cazador Lane
98-156	124 Av. Del Mar
99-157	319 W Gaviota
00-027	1314 Av. De la Estrella
00-076	103 Alameda Ln
00-124	224 Aragon
00-179	140-140 1/2 Miramar
00-164	233 La Cuesta
00-162	116 E. El Portal
00-153	130 Av. Pelayo
01-122	236 W. Marquiza
01-153	119 Avenida Pelayo
01-176	404 Monterey Lane
02-122	205 Av. Miramar
03-125	408 N. El Camino Real
03-171	209 Avenida La Cuesta
03-215	101 S. El Camino Real
04-112	120 Av. Algodon
04-119	209 Avenida Granada
04-120	202 Av. Miramar
04-138	154 Av. Miramar
05-053	142 Av. Granada
05-167	126 E. Escalones
05-166	235 W. El Portal
05-167	904 Buena Vista
05-198	420 Cazador Ln
05-193	215 La Paloma #1
06-292	201 Esplanade
06-115	214 Av. Monterey
06-418	146 Pelayo
06-234	238 W Canada
06-245	412 Avenida Cazador
07-402	146 Ave Serra
07-403	129 Avenida Mariposa
07-404	130 Avenida Miramar
07-405	132 Avenida Miramar
07-406	121 Avenida Pelayo
07-450	316 Avenida Palizada
08-067	219 Avenida Victoria
08-238	202 Avenida Palizada
08-199	320 Avenida Gaviota
08-186	316 Avenida Cabrillo
08-476	202 Avenida Serra
08-477	139-141 Loma Lane
09-348	246 Cabrillo
09-352	606 Victoria
09-345	4100 Isabella
10-374	222 W. Mariposa
10-415	613 S. El Camino Real
10-116	329 Avenida Cabrillo
12-116	234 ave victoria
12-407	313 N. El Camino Real
13-301	165 Calle Redondel
13-136	516 Elena Lane

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HISTORIC RESOURCES INVENTORY

IDENTIFICATION AND LOCATION

1. Historic name None

*2. Common or current name None

*3. Number & street 109 W. Avenida Cadiz Cross-corridor _____
 City San Clemente Vicinity only _____ Zip 92672 County Orange

4. UTM zone 11 A _____ B _____ C _____ D _____

5. Quad map No. _____ Parcel No. 692-143-36 Other _____

Ser. No. _____
 National Register Status 3D
 Local Designation _____

DESCRIPTION

6. Property category Building If district, number of documented resources _____

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

A circular tower is the focal point of the design of this one story Spanish Colonial Revival residence. Set slightly above street level, the house is sheathed with white stucco and capped by a tiled and low-pitched side gable roof. Located on the right front (northwest) corner of the house, the tower rises above the roofline and is accented by a pierced stucco grille near its tiled and turreted roof. Wooden beams and brackets are visible in the eaves. Extending east from the tower, a porch is recessed beneath the gabled roof. Wood posts with brackets and a corner stucco pier support the porch roof overhang. An arched entry in the base of the tower and casement openings on the facade overlook the porch space. A second entry is located on the west elevation, recessed within a pointed archway and sheltered by a side-gabled porch. A chimney is attached to the east elevation. Unaltered, the house is in good condition.



8. Planning agency City of San Clemente

9. Owner & address
Kenneth E. Kneale
1665 Angelus Ave.
Los Angeles, CA 90026

10. Type of ownership Private

11. Present use Residential

12. Zoning R-1

13. Threats _____

Send a copy of this form to: State Office of Historic Preservation, P.O. Box 942896, Sacramento, CA 94296-0001

*Complete these items for historic preservation compliance projects under Section 106 (36 CFR 800). All items must be completed for historical resources survey information.

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HISTORICAL INFORMATION

- *1. Construction date(s) 1928 F Original location Same Date moved _____
- 15. Alterations & date No documented alterations.
- 16. Architect Unknown Builder Unknown
- 17. Historic attributes (with number from list) 01—Single Family Residence

SIGNIFICANCE AND EVALUATION

- 18. Context for evaluation: Theme The Spanish Village Area San Clemente
 Period 1926-1936 Property type Houses Context formally developed? Yes

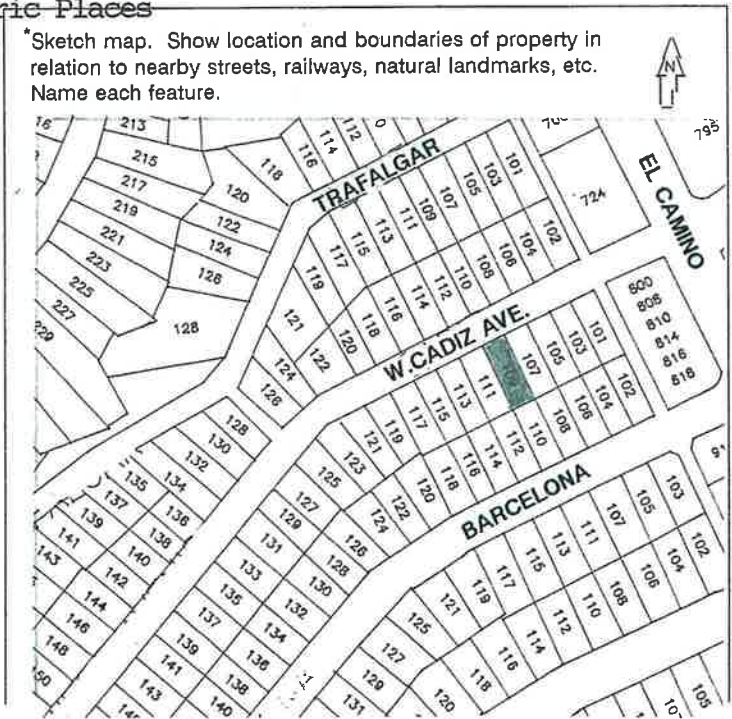
*19. Briefly discuss the property's importance within the context. Use historical and architectural analysis as appropriate. Compare with similar properties.

This one story Spanish style home conforms to San Clemente founder Ole Hanson's dictum that buildings in "the Spanish Village" exhibit tile roofs and white stucco exteriors. Built in 1928, this house had a typical front porch plan coupled with two other design elements which found favor in residential design of the period: a tower and a pointed arch motif. Towers were incorporated into one story homes regardless of the fact that they led nowhere. Pointed arches introduced an exotic, Moorish flavor to the architecture. This house is notable as a fine example of Ole Hanson's vision from the first phase of the development of San Clemente.

Because of its date of construction during the period of significance, its attractive Spanish Colonial Revival styling, and its integrity, 109 W. Avenida Cadiz contributes to a potential "Spanish Village" National Register district. It is recommended for retention on the Historical Structures List.

- 20. Sources
San Clemente Building Permits
Orange County Tax Assessment Records
M. Moon, Inventory of San Clemente Historic Places

- 21. Applicable National Register criteria A
- 22. Other recognition San Clemente Historical Site
 State Landmark No. (if applicable) _____
- 23. Evaluator Leslie Heumann
 Date of evaluation 1995
- 24. Survey type Comprehensive
- 25. Survey name Historic Resources Survey
- *26. Year form prepared 1995
 By (name) Leslie Heumann & Associates
 Organization City of San Clemente
 Address 100 Calle Negocio, Suite 100
 City & Zip San Clemente 92672
 Phone (714) 498 2533



*Sketch map. Show location and boundaries of property in relation to nearby streets, railways, natural landmarks, etc. Name each feature.

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CONTINUATION SHEET

Page 1 of 2 Resource Name or #: 109 W AVENIDA CADIZ

Recorded by: Historic Resources Group

Date: 9/18/2006

Continuation Update

PROPERTY NAME Unknown
HISTORIC NAME Unknown
PROPERTY ADDRESS 109 W Avenida Cadiz
ASSESSOR PARCEL NUMBER 692-143-36
PROPERTY TYPE Single-family residential
OTHER DESCRIPTION
DATE OF CONSTRUCTION 1928 (E) Tax Assessor

INTEGRITY No substantial changes post-1995 Historic Resources Survey prepared by Leslie Heumann & Associates.

SIGNIFICANCE This one-story single family residence was built in 1928. This property is a good example of the Spanish Colonial Revival style as represented in San Clemente. This 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 (1925-1936).

STATUS CODE 3D

STATUS Appears eligible for the National Register as a contributor to a National Register eligible district through survey evaluation. 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.

Project City of San Clemente Historic Resources Survey Update

Prepared for City of San Clemente
910 Calle Negocio, Suite 100
San Clemente, CA 92673

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

CONTINUATION SHEET

Page 2 of 2

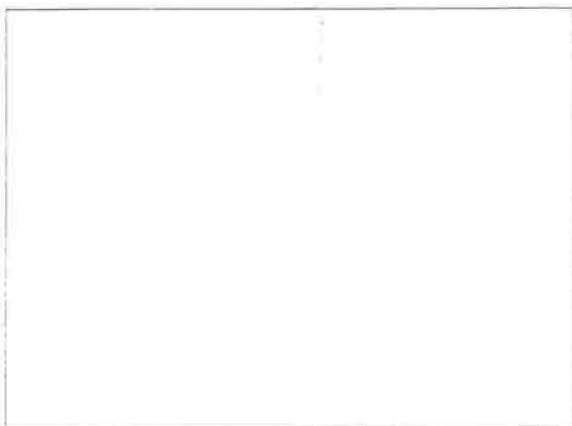
Resource Name or #: 109 W AVENIDA CADIZ

Recorded by: Historic Resources Group

Date: 9/18/2006

Continuation Update

Photographs of the Subject Property:



The DRSC indicated that the project complies with City Design Guidelines, indicated the project will have very minor visual impacts to the historic property, and the angled support columns should be wrapped to architecturally tie them into the rest of the building.

C. Historic Property Preservation Agreement 13-384, Peat Residence
(Ciampa)

A request to consider a Mills Act agreement for a historic house located at 115 East Avenida Canada.

Associate Planner John Ciampa summarized the staff report.

The DRSC was in support of the proposed Mills Act and recommended the following restoration improvements in addition to the staff recommendations:

- The interlocking pavers are not a historically accurate material and they should be modified to concrete, pavers or another traditional material. The hardscape in front of the garage should line up with the garage.
- The building is a cream color that is not the traditional Ole Hanson white color and should be white.
- More landscaping should be added to the front of the property to improve the stark design.
- The light fixture at the front of the property should be replaced with a light fixture that is in scale with the building.

D. Historic Property Preservation Agreement 13-136, Pagan Residence
(Ciampa)

A request to consider a Mills Act agreement for a historic house located at 109 West Avenida Cadiz.

Associate Planner John Ciampa summarized the staff report.

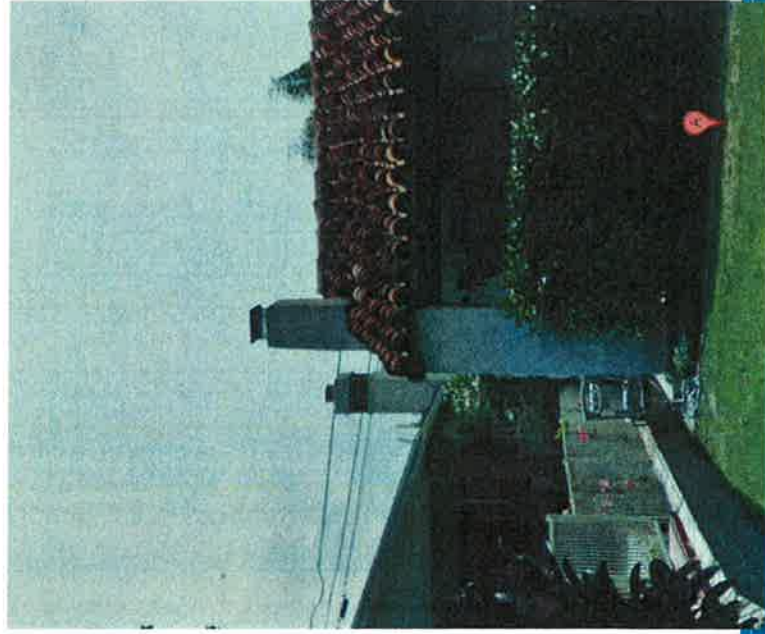
The DRSC was in support of the staff recommended Mills Act improvements and requested staff to evaluate the yellow/orange tile around the windows to see if it should be added to the improvement list. If staff determines the tile is not a traditional Spanish Colonial Revival feature then the DRSC recommends removal of the tile be added to the list.

Complete 2016



Remove and replace cracked driveway concrete.

Complete 2017



Remove and replace chimney spark arrester with a Spanish designed chimney cap.

Complete 2021



Remove the decorative tile around the windows of the house and guest house.

Attachment 7



ATTACHMENT 7

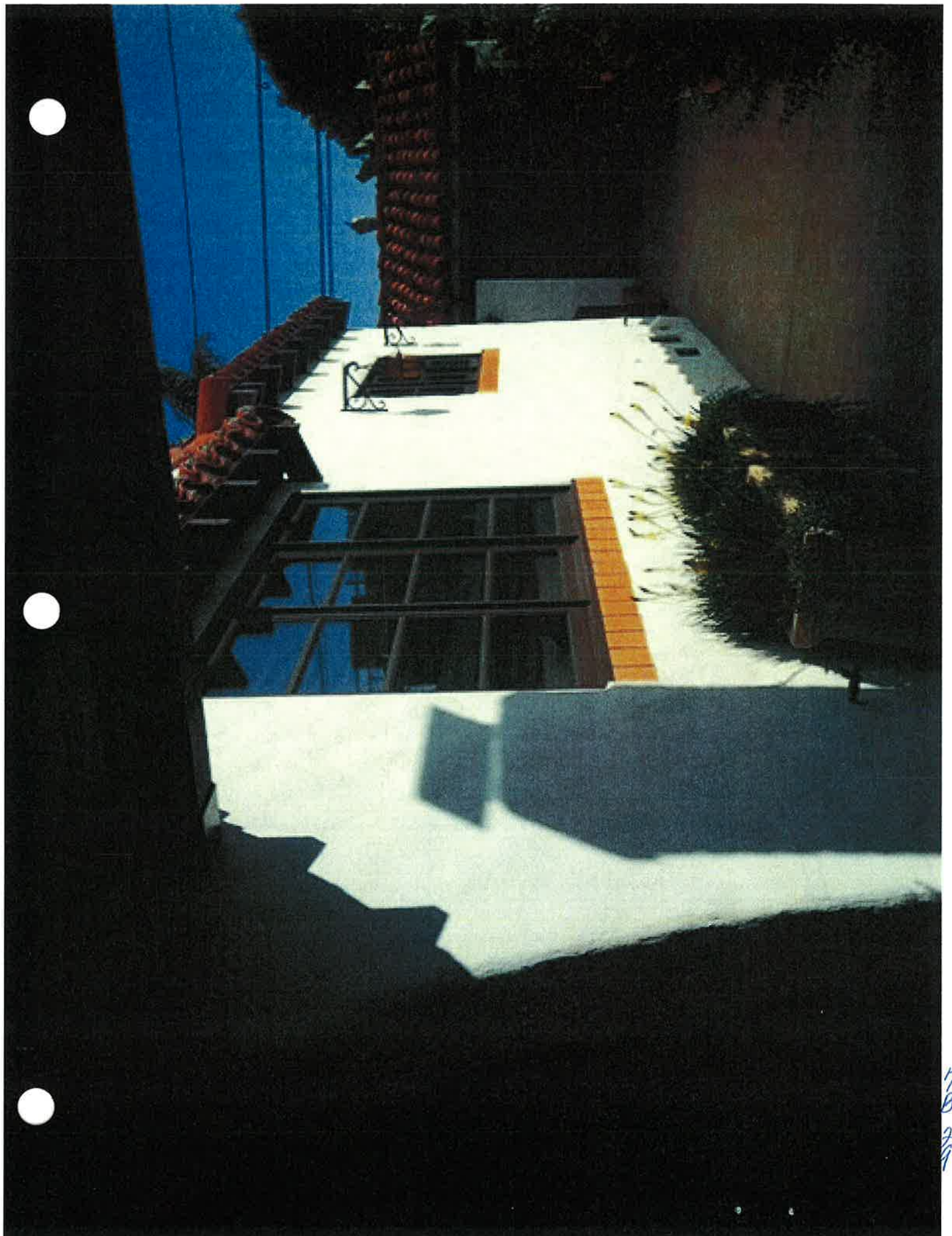
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