



AGENDA REPORT

SAN CLEMENTE CITY COUNCIL MEETING
Meeting Date: November 6, 2014

Agenda Item 7B
Approvals:
City Manager [Signature]
Dept. Head [Signature]
Attorney [Signature]
Finance [Signature]

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

Subject: HISTORIC PROPERTY PRESERVATION AGREEMENT 14-298, MYHREN RESIDENCE,
LOCATED AT 245 AVENIDA DEL PONIENTE

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 245 Avenida Del Poniente. The HPPA provides a property tax reduction incentive to owners of historic properties to restore, improve, and preserve their buildings and grounds.

Background: The 950 square foot historic house was constructed in 1938. There have been a number of additions and alterations that have been made to the property over the years. In 1940, a 252 square foot room addition was added to the back of the main building. In 1956, the single family residence was converted to a duplex, which resulted in the addition of a second entry door at the front of the house. It is estimated the duplex was converted back to a single family residence in the 1990s and at approximately the same time an unpermitted pop out was added to the front of the garage to allow for a larger vehicle to be stored. In 2006, the property was surveyed by Historic Resources Group and the house and its integrity was characterized as good. A summary of the structure's historic value, character defining features, and architecture is provided as Attachment 5.

Discussion: Staff completed an inspection of the property and evaluated its compliance with the Secretary of the Interior's Standards to determine if restoration improvements are needed to rehabilitate this historic resource. Through this inspection, staff found that some modifications and additions have occurred over the years that were not historically accurate. The HPPA was reviewed by the Cultural Heritage Subcommittee (CHSC) on August 27, 2014, and they supported the HPPA request with the following items to be completed within the initial ten year term of the agreement:

Complete in 2016

1. Remove the pop out addition to the garage and replace the garage door with a traditional wood garage door.

Complete in 2017

2. Repair all damaged wood windows, doors and paint them a traditional color.
3. Repaint the porch posts dark brown.

Complete in 2018

- 4. Replace the undersized light fixture above the garage with an appropriately sized and designed light fixture.
- 5. Paint the eaves dark brown.
- 6. Remove the fascia board attached to the eaves.

Complete in 2019

- 7. Remove or relocate, if possible, the vent pipe on the side of the house so it is less visible.

Complete in 2020

- 8. Remove the paint from chimney and expose the raw brick.

Complete in 2022

- 9. Replace the nontraditional windows and doors.

Complete in 2024 entrance

- 10. Add mortar packing to the roof tile.
- 11. Remove the additional entrance to the house that is not original.
- 12. Remove the noncompatible addition at the back of the house or modify it to be compatible with the historic house.
- 13. The wood siding should be replaced with stucco, if it is later determined to not be an original feature.
- 14. Replace the roof vents with a traditionally designed vent, if it is later determined to not be an original feature.

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 first year would be \$3,567. The exact amount of the reduction will only be known after the County Tax Assessor completes a valuation for the property in 2015 based on the executed Agreement.

Recommended

Action: STAFF RECOMMENDS THAT the City Council approve HPPA 14-298 for the historic house located at 245 Avenida Del Poniente.

- Attachments:**
- Attachment 1 Resolution
 - Exhibit 1 HPPA 14-298
 - 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 HPPA Program Information

- Attachment 4 Assessment of the City's HPPA program
- Attachment 5 DPR Form
- Attachment 6 Cultural Heritage Subcommittee August 27, 2014 meeting minutes
- Attachment 7 Annotated photographs of rehabilitation items
- Attachment 8 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 14-298 FOR THE PROPERTY LOCATED AT 245 AVENIDA DEL PONIENTE

WHEREAS, the City Council of the City of San Clemente adopted Ordinance 1194, which in Section 3, establishes procedures for property "owners" 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 June 17, 2014, an application was submitted by Brett and Nadine Myhren, 245 Avenida Del Poniente, San Clemente, CA 92672, who are the owners of a designated historically significant structure, to enter into an Historic Property Preservation Agreement (HPPA) for their property located at 245 Avenida Del Poniente, the legal description being Lot 23, Block 3 of Tract 794; and

WHEREAS, on August 27, 2014, the Cultural Heritage Subcommittee of the Planning Commission reviewed the application and recommended approval of HPPA 14-298 with fourteen restoration improvement conditions; and

WHEREAS, on November 6, 2014, 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 14-298, 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 245 Avenida Del Poniente, after the required application fee has been submitted to the City by the property owner.

PASSED AND ADOPTED this ____ day of _____, 2014.

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 _____, 2014, 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 _____, 2014

Approved as to form:

CITY CLERK, of the City of
San Clemente, California

City Attorney

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 6rd day of November, 2014, by and between the City of San Clemente ("City"), a municipal corporation of the State of California, and Brett and Nadine Myhren ("Owners").

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 692-081-02, located at 245 Avenida Del Poniente, 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

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 November 6, 2014, to and including November 6, 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: Brett and Nadine Myhren
245 Avenida Del Poniente
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 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 23, IN BLOCK 3 OF TRACT No. 794, IN THE CITY OF SAN CLEMENTE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 692 PAGE 08 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

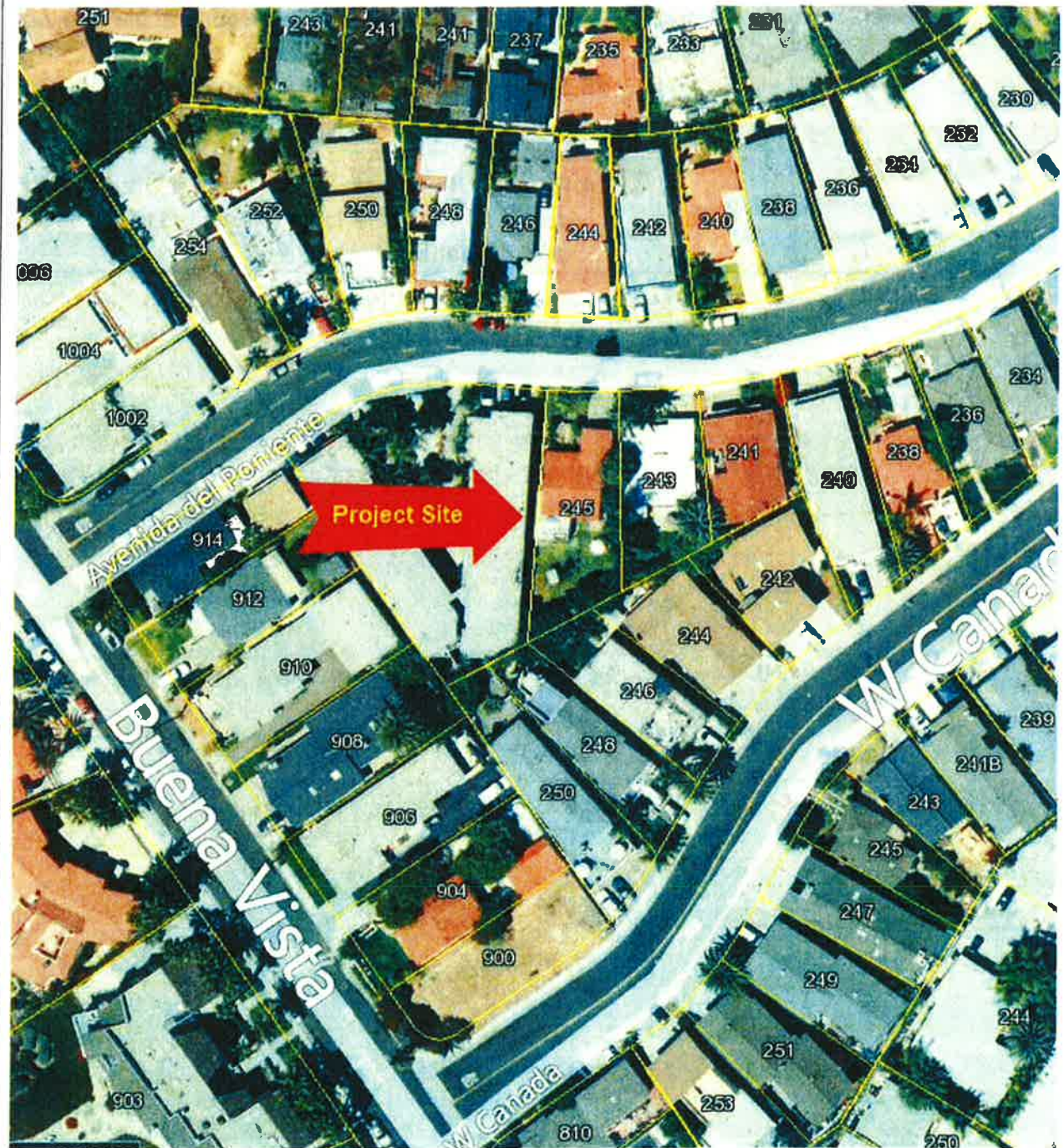
HISTORIC PROPERTY IMPROVEMENTS TO BE COMPLETED


Completion Date	Historic Property Improvements
<u>Complete in 2016</u>	1. Remove the pop out addition to the garage and replace the garage door with a wood garage door painted or stained dark brown.
<u>Complete in 2017</u>	2. Repair all damaged wood windows, doors and paint them a traditional color. 3. Repaint the porch posts dark brown.
<u>Complete in 2018</u>	4. Replace the undersized light fixture above the garage with an appropriately sized and designed light fixture. 5. Paint the eaves dark brown. 6. Remove the fascia board attached to the eaves.
<u>Complete in 2019</u>	7. Remove or relocate if possible the vent pipe on the side of the house so it is less visible.
<u>Complete in 2020</u>	8. Remove paint from chimney and expose the raw brick.

<u>Complete in 2022</u>	9. Replace the nontraditional windows and doors.
<u>Complete in 2024</u>	10. Add mortar packing to the roof tile. 11. Remove the additional entrance to the house that is not original. 12. Remove the noncompatible addition at the back of the house or modify it to be compatible with the historic house. 13. The wood siding should be replaced with stucco if it is later determined to not be an original feature. 14. Replace the roof vents with a traditionally designed vent if it is later determined to not be an original feature.

LOCATION MAP

HPPA 14-298, Myhren Residence
245 Avenida Del Poniente



No scale 

Purpose of the Mills Act Program

Economic incentives foster the preservation of residential neighborhoods and the revitalization of downtown commercial districts. The Mills Act is the single most important economic incentive program in California for the restoration and preservation of qualified historic buildings by private property owners.

Enacted in 1972, the Mills Act legislation grants participating local governments (cities and counties) the authority to enter into contracts with owners of qualified historic properties who actively participate in the restoration and maintenance of their historic properties while receiving property tax relief.

Benefits to Local Governments

The Mills Act allows local governments to design preservation programs to accommodate specific community needs and priorities for rehabilitating entire neighborhoods, encouraging seismic safety programs, contributing to affordable housing, promoting heritage tourism, or fostering pride of ownership. Local governments have adopted the Mills Act because they recognize the economic benefits of conserving resources and reinvestment as well as the important role historic preservation can play in revitalizing older areas, creating cultural tourism, building civic pride, and retaining the sense of place and continuity with the community's past.

A formal agreement, generally known as a Mills Act or Historical Property Contract, is executed between the local government and the property owner for a minimum ten-year term. Contracts are automatically renewed each year and are transferred to new owners when the property is sold. Property owners agree to restore, maintain, and protect the property in accordance with specific historic preservation standards and conditions identified in the contract. Periodic inspections by city or county officials ensure proper maintenance of the property. Local authorities may impose penalties for breach of contract or failure to protect the historic property. The contract is binding to all owners during the contract period.

Benefits to Owners

Owners of historic buildings may qualify for property tax relief if they pledge to rehabilitate and maintain the historical and architectural character of their properties for at least a ten-year period. The Mills Act program is especially beneficial for recent buyers of historic properties and for current owners of historic buildings who have made major improvements to their properties.

Mills Act participants may realize substantial property tax savings of between 40% and 60% each year for newly improved or purchased older properties because valuations of Mills Act properties are determined by the Income Approach to Value rather than by the standard Market Approach to Value. The income approach, divided by a capitalization rate, determines the assessed value of the property. In general, the income of an owner-occupied property is based on comparable rents for similar properties in the area, while the income amount on a commercial property is based on actual rent received. Because rental values vary from area to area, actual property savings vary from county to county. In addition, as County Assessors are required to assess all properties annually, Mills Act properties may realize slight increases in property taxes each year.

Qualified Historic Property

A qualified historic property is a property listed on any federal, state, county, or city register, including the National Register of Historic Places, California Register of Historical Resources, California Historical Landmarks, State Points of Historical Interest, and locally designated landmarks. Owner-occupied family residences and income-producing commercial properties may qualify for the Mills Act program, subject to local regulations.

OHP's Role

OHP provides technical assistance and guidance to local governments and property owners. OHP maintains a current list of communities participating in the Mills Act program and copies of Mills Act ordinances, resolutions, and contracts that have been adopted. OHP does not participate in the contract negotiations and is not a signatory to the contract.

ATTACHMENT 4

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	
Not in Compliance	Required improvements have not been completed in accordance with the conditions of the contract	
Project #	Address	Notes
57-001	243 La Cuesta	
57-002	223 Roca Vista	
57-003	141 Trafalgar Ln	
57-104	230 Avenida Rosa	
57-303	240 Del Poniente	
57-306	323 Av. Monterey	
57-307	308 Av. Victoria	
57-308	217 San Antonio	
57-309	154 Av. Marquita	
57-311	1638 Calle Las Bolas	
58-001	100 S. El Camino Real	
58-002	137 W. Av. Cadiz	
58-201	267 W. Marquita	
58-204	429 Calle Gomez	
58-300	310 Av. Granada	
58-300	254 Avenida Monterey	
59-123	418 Cazador Lane	
59-125	124 Av. Del Mar	
59-127	319 W Gaviola	
59-128	1314 Av. De la Estrella	
00-200	103 Alameda Ln	
00-224	224 Aragon	
00-123	140-140 1/2 Miramar	
00-124	233 La Cuesta	
00-125	116 E. El Portal	
00-183	130 Av. Pelayo	
01-322	235 W. Marquita	
01-323	119 Avenida Pelayo	
01-335	404 Monterey Lane	
01-375	205 Av. Miramar	
03-125	408 N. El Camino Real	
03-126	209 Avenida La Cuesta	
03-215	101 S. El Camino Real	
04-112	120 Av. Algodon	
04-116	209 Avenida Granada	
04-120	202 Av. Miramar	
04-128	154 Av. Miramar	
05-053	142 Av. Granada	
05-127	126 E. Escalones	
05-128	235 W. El Portal	
05-187	904 Buena Vista	
05-191	420 Cazador Ln	
05-198	215 La Paloma, #1	
06-282	201 Esplanade	
06-283	214 Av. Monterey	
06-418	146 Pelayo	
06-434	238 W. Canada	
06-435	412 Avenida Cazador	
07-402	146 Ave Serra	
07-403	129 Avenida Mariposa	
07-404	130 Avenida Miramar	
07-405	132 Avenida Miramar	
	121 Avenida Pelayo	
	316 Avenida Palizada	
08-067	219 Avenida Victoria	
08-068	202 Avenida Palizada	
	320 Avenida Gaviola	
	316 Avenida Cabrillo	
08-110	202 Avenida Serra	
08-117	139-141 Loma Lane	
08-248	246 Cabrillo	
09-352	606 Victoria	
09-353	4100 Isabella	
10-374	222 W. Mariposa	
10-415	613 S. El Camino Real	
	329 Avenida Cabrillo	
	234 ave victoria	
12-407	313 N. El Camino Real	
12-311	165 Calle Redondal	
13-136	516 Elena Lane	
13-310	410 Avenida Granada	
13-382	109 West Avenida Cadiz	
13-384	115 E. Canada	

PRIMARY RECORD

Other Listings

Review Code _____ Reviewer _____ Date _____

Page 1 of 3

Resource Name or #: 245 AVENIDA DEL PONIENTE

P1. Other Identifier:

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 245 Avenida Del Poniente **City** San Clemente

Zip 92672

d. UTM: Zone ; mE/ mN

e. Other Locational Data: Assessor Parcel Number: 692-081-02

P3a. Description:

The property contains a one-story duplex (converted from a single family residence in 1956) with a L-shaped plan and wood-frame construction. Designed in the Spanish Colonial Revival style, it has a low-pitch side-gable roof with clay tiles. The exterior walls are clad with smooth stucco. There is a brick chimney. The primary (north) facade is three bays wide. The easternmost bay is the one-car garage with a front gable and wood siding. The central and westernmost bays are an enclosed entry porch with wood porch supports that front a sunroom addition added in 1940. Foliage obscures the view of full-length windows and door(s). The fenestration consists of original double-hung wood windows throughout the residence. The residence is in good condition. Its integrity is good.

P3b. Resources Attributes: 02 Single Family Property

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



P5b. Description of Photo:

North elevation, south view. May 2006.

P6. Date Constructed/Sources:

Historic Both
 Prehistoric

1938 (E) Tax Assessor

P7. Owner and Address:

Shahbazian, Fara
Po Box 6556, Irvine Ca 92616- 6556

P8. Recorded by:

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

P9. Date Recorded: 8/10/2006

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:

BUILDING, STRUCTURE, AND OBJECT RECORD

Page 2 of 3

NRHP Status Code 5D

Resource Name or #: 245 AVENIDA DEL PONIENTE

B1. Historic Name: (Unknown)

B2. Common Name: (Unknown)

B3. Original Use: Single-family residential

B4. Present Use: Multi-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 San Clemente in the '30s and '40s. Area City of San Clemente

Period of Significance 1937-1949 Property Type Residential Applicable Criteria A

This one-story residential building was built in 1938. It is a typical example of the Spanish Colonial Revival style as represented in San Clemente. This property appears eligible as a contributor to a potential local historic district under Criterion A for its association with San Clemente in the '30s and '40s. It is recommended for retention on the Historic Structures List.

B11. Additional Resource Attributes: 02 Single Family Property

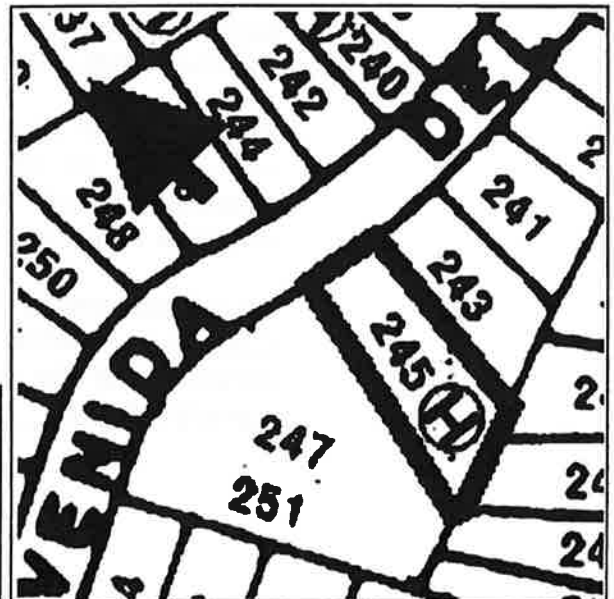
B12. References:

B13. Remarks: (none)

B14. Evaluator: Historic Resources Group, Hollywood, CA

Date of Evaluation: 8/10/2006

(This space reserved for official comments.)



The applicant said there are only four original windows and many of the windows were modified when the house was relocated.

The DRSC asked staff and the applicant to research to see if there are any historic photos of the house that show the location of some of the original windows. The DRSC requested the applicant to bring back some of the original elements of the house to bring it closer to its original appearance if there is evidence to show where the windows were located. Or if there is no evidence, improvements could be made that are in keeping with the historic nature of the building.

DRSC was in favor of the project moving forward to the Planning Commission feeling the remaining concerns warranted full Planning Commission discussion.

C. **Historic Property Preservation Agreement 14-298, Myhren Residence**
(Ciampa)

A request for a Mills Act agreement for a historic house located at 245 Avenida Del Poniente.

Associate Planner John Ciampa presented the staff report.

The DRSC supported staff's recommended rehabilitation improvements for the proposed Mills Act. Staff noted that the wood siding appears to be original however this is not a feature that is typically seen in Spanish Colonial Revival architecture. The City Planner stated that he has seen a few of the historic properties in San Clemente with this feature and they were on properties constructed later in the historic period of significance for the City and it is likely an original feature.

As a result of the information provided by the City Planner the DRSC suggested the wood siding and vent features be required to be restoration improvements unless they are discovered to be not original.

Subcommittee Member Darden stated that the walkway to the house does not appear to be in good condition and should be included in the rehabilitation list. The owner stated they would like to replace it and he did not have an issue with the request.

Staff distributed to the DRSC a letter from Historical Society member, Larry Culbertson, stating that the cost and timing of the improvements is a concern and the easiest and least expensive improvements should be completed first.

Staff explained that they work with the applicant to establish a timeline for the rehabilitation improvements and try and establish a win-win for the community and the property owner.

The DRSC supported staff's recommended rehabilitation improvements with the modifications identified, supported the timeline for the improvements, and recommended the project move forward to the City Council for consideration.

D. Pre-app for Estrella Shopping Center – K-Mart/Big Lots Location
(Nicholas)

A request to review the preliminary architectural design for the remodel of the Estrella Shopping Center (K-Mart/Big Lots).

Associate Planner Sean Nicholas presented the staff report. Staff indicated that staff received a revised elevation on Monday August 25th, and forwarded this to the Design Review Subcommittee. Mr. Nicholas indicated that this is a further enhancement of the design previously provided to DRSC, so while the comments provided in the staff report apply, it is a different elevation before the Subcommittee. Mr. Nicholas narrated a PowerPoint which highlighted the applicant's primary goal of getting permits for construction by early December, and the time table put together by staff to meet those goals. Mr. Nicholas noted that staff has utilized their standard review time, and the timeline informs the applicant's design team the turnaround times which they need to make every submittal.

Mr. Nicholas also showed the evolution of the design before DRSC and indicated this process started only three weeks ago. The property owner for the K-Mart site, Joe Kornwasser, gave some background of the history of the site and their goals to find balance between improvements to the site and making a project fiscally work. Staff also re-iterated that the City's goal is a win-win scenario where the applicant gets a well-designed and successful shopping center and the City gets a well-designed project at a City gateway consistent with City requirements. Therese Hotvedt, representing Burnham and the property owner of the rest of the site, indicated they are following up quickly behind Kornwasser and will be submitting a design for the rest of the site consistent with the architecture being reviewed so it appears as one development.

Staff showed images of features that would help the overall design of the project and make it more "San Clemente" and consistent with the Design Guidelines. A lot of that is simplification of planes and details, and really focus on massing and scale.

Subcommittee Chair Crandell stated that the most important aspect of the project to him is the massing and scale and to make sure that it is done

245 Avenida Del Poniente



Complete 2016



*Photos Taken 2014

Remove the pop out addition to the garage and replace the garage door with a traditional wood garage door.

Complete 2017

Repair all damaged wood windows, doors, and paint them a traditional color.



Complete 2017

Repaint the porch posts dark brown.



Complete 2018

Replace the undersized light fixture above the garage with an appropriately sized and designed light fixture.



Complete 2018

Paint the eaves dark brown.



Complete 2018



Remove the fascia board attached to the eaves.

9

Complete 2019



Remove or relocate, if possible, the vent pipe on the side of the house so it is less visible.



10

Complete 2020

Remove paint from chimney and expose the raw brick.



11

Complete 2022



Replace the nontraditional wood windows and doors.

12

Complete 2024

Add mortar packing to the roof tile.



13

Complete 2024



Remove the additional entrance to the house that is not original.

14

Complete 2024

Remove the non-compatible addition at the back of the house or modify it to be compatible with the historic house.



15

Complete 2024



The wood siding should be replaced with stucco, if it is later determined to not be an original feature.

16

Complete 2024

Replace the roof vents with a traditionally designed vent, if it is later determined to not be an original feature.



17





