

**CITY OF CARMEL-BY-THE-SEA
HISTORIC RESOURCES BOARD
MEETING AGENDA**

Monday, July 18, 2016
2:30 p.m. Tour of Inspection
4:00 p.m. Open Session

City Hall Council Chambers
East side of Monte Verde Street
Between Ocean and Seventh Avenues

A. CALL TO ORDER AND ROLL CALL

| | |
|----------------|---|
| BOARD MEMBERS: | ERIK DYAR, CHAIR KATHRYN GUALTIERI JULIE WENDT LYNN MOMBOISSE THOMAS HOOD |
|----------------|---|

B. TOUR OF INSPECTION

Shortly after 2:30 p.m., the Board will leave the Council Chambers for an on-site Tour of Inspection. The public is welcome to follow the Historic Resources Board on its tour of the subject sites. The Board will return to the Council Chambers at 4:00 p.m., or as soon thereafter as possible.

C. PLEDGE OF ALLEGIANCE

D. APPEARANCES

Anyone wishing to address the Board on matters within the jurisdiction of the Board may do so now. Please state the matter on which you wish to speak. Matters not appearing on the Board's agenda will not receive action at this meeting, but may be referred to staff for a future meeting. Presentations will be limited to three minutes, or as established by the Board. Persons are not required to give their name or address, but it is helpful for speakers to state their name in order that the Secretary may identify them.

E. CONSENT AGENDA

1. Minutes from the May 16, 2016 Historic Resources Board Meeting

F. ITEM

- | | |
|-------------------|---|
| 1. Mills Act Memo | Discussion of Mills Act Contract Policy and ranking the 4 applications |
|-------------------|---|

2. MA 16-203 (Lonergan)
Scott and Robbin Lonergan
NE corner of Dolores St. & 12th Ave.
Block: 131, Lot: 14
APN: 010-154-005
3. MA 16-264 (Slingerlend/Speers)
Brad Slingerlend and Anna Speers
NW Corner of Santa Lucia Avenue and
San Carlos Street.
Block: 143, Lot: 31, 33 and 35
APN: 010-165-015
4. MA 16-269 (Holtkamp)
Ken and Sharon Holtkamp
SW corner of San Carlos St. and
12th Ave.
Block: 143, Lot: 31, 33, 35
APN: 010-164-001
5. MA 16-246 (Rheaume)
Ken Rheaume
Vista Avenue, 2 NW of Mission Avenue
Block: 4-1/2, Lot: West ½ of 17 and 19
APN: 010-115-006
6. DR 16-229 (La Playa Hotel)
Carmel Hotel Properties
SW corner of Camino Real and 8th Ave.
Block: O, Lot: 1-12
APN: 010-264-007
7. SI 16-284 (Golden Bough)
Dennis Levett
SE corner of Monte Verde and Ocean.
Block: 74, Lots: 5 & 6
APN: 010-210-009

Consideration of a recommendation to the City Council to adopt a Resolution to add a Historic Resource to the Carmel Register for purposes of approving a Mills Act (MA 16-203) Contract for an existing historic residence located in the Single Family Residential (R-1) Zoning District.

Consideration of a recommendation to the City Council to adopt a Resolution to add a Historic Resource to the Carmel Register for purposes of approving a Mills Act (MA 16-264) Contract for an existing historic residence located in the Single Family Residential (R-1) Zoning District.

Consideration of a recommendation to the City Council to adopt a Resolution to add a Historic Resource to the Carmel Register for purposes of approving a Mills Act (MA 16-269) Contract for an existing historic residence located in the Single Family Residential (R-1) Zoning District.

Consideration of a recommendation to the City Council to adopt a Resolution to add a Historic Resource to the Carmel Register for purposes of approving a Mills Act (MA 16-246) Contract for an existing historic residence located in the Single Family Residential (R-1) Zoning District.

Consideration of a roof-mounted sound wall and visual barrier (DR 16-229) for an existing historic hotel located in the Multi-Family Residential (R-4) Zoning District.

Review of a Sign Application (SI 16-284) for the installation of a new interpretative panel at the Golden Bough Courtyard

G. DIRECTOR'S REPORT

1. Monthly Activity Report

H. SUBCOMMITTEE REPORT

I. DISCUSSION ITEMS

J. BOARD MEMBER ANNOUNCEMENTS

K. ADJOURNMENT

Any writings or documents provided to a majority of the Historic Resources Board regarding any item on this agenda will be made available for public inspection in the Planning and Building Department located at City Hall, on Monte Verde between Ocean and 7th Avenues during normal business hours.

The next regular meeting of the Historic Resources Board is TBD.

The City of Carmel-by-the-Sea does not discriminate against persons with disabilities. The City of Carmel-by-the-Sea Telecommunication's Device for the Deaf/Speech Impaired (TDD) number is 1-800-735-2929.

The City Council Chambers is equipped with a portable microphone for anyone unable to come to the podium. Assisted listening devices are available upon request to the Board Secretary. If you need assistance, please advise the Board Secretary what item you would like to comment on, and the microphone will be brought to you.

AFFIDAVIT OF POSTING

I, Marc E. Wiener, Interim Community Planning and Building Director, for the City of Carmel-by-the-Sea, DO HEREBY CERTIFY, under penalty of perjury under the laws of the State of California, that the foregoing notice was posted at the Carmel-by-the-Sea City Hall bulletin board, posted at the Harrison Memorial Library on Ocean and Lincoln, July 15, 2016.

Dated this 15th day of July, 2016, at the hour of 4:00 p.m.

Marc Wiener, Interim Community Planning and Building Director

**MINUTES
CITY OF CARMEL-BY-THE-SEA
HISTORIC RESOURCES BOARD
May 16, 2016**

City Hall Council Chambers
East side of Monte Verde Street
Between Ocean and Seventh Avenues

A. CALL TO ORDER AND ROLL CALL

The meeting was called to order by Chair Erik Dyar at 4:04 p.m.

PRESENT: Erik Dyar, Chair
Julie Wendt
Lynn Momboisse

ABSENT: Elinor Laiolo
Kathryn Gualtieri

STAFF PRESENT: Marc Wiener, Acting Community Planning and Building Director
Catherine Tarone, Assistant Planner
Cortina Whitmore, Historic Resources Board Secretary

B. TOUR OF INSPECTION

N/A

C. PLEDGE OF ALLEGIANCE

Members of the audience joined the Board in the Pledge of Allegiance.

D. APPEARANCES

N/A

E. CONSENT AGENDA

1. Consideration of the minutes of the April 18, 2016 Historic Resources Board Meeting.

Board Member Wendt moved to approve April 18, 2016 Historic Resources Board Meeting minutes with corrections. Motion seconded by Board Member Momboisse and carried by the following roll call vote: 3-0-2-0.

AYES: COMMISSIONERS: DYAR, WENDT & MOMBOISSE
NOES: COMMISSIONERS: NONE

ABSENT: COMMISSIONERS: LAIOLO & GUALTIER
ABSTAIN: COMMISSIONERS: NONE

F. ITEM

- | | |
|---|--|
| 1. DS 16-051 (Taylor) Craig Holdren NW corner of Camino Real & Ocean Block: GG, Lot: 1,3 & 5 APN: 010-252-011 | Consideration of a Design Study (DS 16-051) application for alteration to a historic residence located in the Single-Family Residential (R-1) Zoning District |
|---|--|

Catherine Tarone, Assistant Planner presented the staff report. Ms. Tarone provided project history, summarized design changes and noted Kent Seavy the City's historic Consultant as well as staff recommends a Determination of Consistency. Ms. Tarone answered questions from the Board.

Chair Dyar opened the public hearing.

Speaker #1: Applicant/Architect provided further design details and answered questions from the Historic Resources Board.

Speaker #2: Linda Taylor, Owner noted her love of the property and intent to maintain the integrity of the home.

Seeing no other speakers, the public hearing was closed.

Board Members held brief discussion. The Board spoke favorably of the Architect addressing Board member concerns.

Chair Dyar motioned to issue a Determination of Consistency with the Secretary of Standards with the added condition the SW deck is clad in same shingles. Motion seconded by Board Member Wendt and carried by the following roll call vote: 3-0-2-0.

| | |
|----------|--|
| AYES: | COMMISSIONERS: DYAR, WENDT & MOMBOISSE |
| NOES: | COMMISSIONERS: NONE |
| ABSENT: | COMMISSIONERS: LAIOLO & GUALTIER |
| ABSTAIN: | COMMISSIONERS: NONE |

2. MP 16-002 (City War Memorial)
American Legion Post 512
Ocean and San Carlos

Consideration of Municipal Project (MP 16-002) for the replacement of the War Memorial Bell on the Ocean Ave. median, at the intersection of Ocean Ave. and San Carlos Street

Marc Wiener, Acting Planning Director presented the staff report noted the City Council accepted the proposal and that staff recommends an issuance of a Determination of Consistency with the Secretary of Standards.

Chair Dyar opened the public hearing.

Speaker #1: Richard Kreitman provided presentation and shop drawings for the proposed Memorial Bell.

Speaker#2: Ian Martin, Carmel resident provided design details and noted the use of Golden Ratio to confirm Charles Sumner Greene's Bell's design and bell proportions.

Speaker #1: Richard Kreitman spoke to the brackets indicated on the Bell design.

Speaker #3: Paul Rodriguez, Representative from the Carmel American Legion Post 512 concluded the discussion informing the Board the Bell installment will end a 100 year project.

Chair Dyar closed the public hearing.

Board Members held discussion. Chair Dyar reopened public hearing to allow previous Speakers to answer Board questions. Chair Dyar, Wendt, and Momboisse noted their support Mr. John Kolstad's drawings and requested the brackets return to the Board for consideration.

Board Member Wendt moved to issue a Determination of Consistency as presented based on Mr. Kolstad's drawing. Motion seconded by Board Member Momboisse and carried by the following roll call vote: 3-0-2-0.

| | |
|----------|--|
| AYES: | COMMISSIONERS: DYAR, WENDT & MOMBOISSE |
| NOES: | COMMISSIONERS: NONE |
| ABSENT: | COMMISSIONERS: LAIOLO & GUALTIERI |
| ABSTAIN: | COMMISSIONERS: NONE |

G. DIRECTOR'S REPORT

1. Monthly Activity Report

Marc Wiener, Acting Planning Director announced his intent to bring forward proposed new amendments at the June 2016 Historic Resources meeting. Mr. Wiener also announced the formation of the War Memorial Subcommittee tasked with drafting a policy for the treatment, care and maintenance of the City's War Memorials which will be heard by the Historic Resources Board. Mr. Wiener informed the Board several Mills Act Applications will appear on the Historic Resources Board upcoming agendas.

H. SUBCOMMITTEE REPORT

1. Discussion on Home of the Month Subcommittee

Julie Wendt informed the Board she submitted an article for the "Home of the Month" to Paul Miller of the Carmel Pine Cone and noted the home featured in the article will be included on the upcoming Bach Tours. Mr. Wiener informed the Board the Mid-Century/Modern subcommittee needs new members.

I. DISCUSSION ITEMS

N/A

J. BOARD MEMBER ANNOUNCEMENTS

Board Member Wendt noted the Historic Resources Board will still need to approve the March 21, 2016 Board meeting minutes.

K. ADJOURNMENT

There being no further business to come before the Board, the meeting was adjourned at 5:23 p.m.

Cortina Whitmore, Historic Resources Board Secretary

ATTEST:

Erik Dyar, Chair



**COMMUNITY PLANNING & BUILDING DEPARTMENT
CITY OF CARMEL-BY-THE-SEA**

July 18, 2016

TO: Chair Dyar and Board Members

FROM: Marc Wiener, Acting Community Planning & Building Director

SUBJECT: Mills Act Contracts

Board Members,

Before you today are 4 Mills Act contract applications. A Mills Act Policy adopted by the City in 2010 (see attached) allows a maximum of 3 Mills Act contracts per calendar year. The Council was supposed to review the Policy after five years, however, the review has not yet occurred. When these Mills Act contracts go before the City Council with a recommendation from the HRB, staff will also include a review of the Mills Act Policy and will request that the Council considering allowing more than 3 contracts per year or that a certain number be allowed over a multi-year period (ex. 9 contracts over 3 years). Nevertheless, staff is requesting that these 4 Mills Act applications be ranked, should the Council decide to continue only allowing 3 contracts per year.

CITY OF CARMEL-BY-THE-SEA

CITY COUNCIL

RESOLUTION NO. 2010-

CONSIDERATION OF A RESOLUTION ESTABLISHING A LIMIT ON THE NUMBER OF
MILLS ACT CONTRACTS THAT CAN BE APPROVED FOR RESIDENTIAL PROPERTIES
TO THREE DURING ANY CALENDER YEAR AND REQUIRING THE CITY COUNCIL
TO EVALUATE THE PROGRAM AFTER FIVE YEARS

WHEREAS, The City of Carmel-by-the-Sea is a unique community that prides itself in its historic character; and

WHEREAS, the City has adopted a General Plan and Municipal Code that strive to protect the village character through clear policies and regulations that guide historic preservation; and

WHEREAS, the Mills Act was adopted by the State of California in 1972; and

WHEREAS, jurisdictions are not required to implement the Mills Act; and

WHEREAS, participating jurisdictions may establish specific application requirements to suit local needs; and

WHEREAS, the City adopted the Mills Act as a potential benefit to property owners of historic resources as part of the Local Coastal Program; and

WHEREAS, the City Council recognizes the potential benefits of the program but also the potential fiscal impacts that could result from the unlimited approval of Mills Act Contracts; and

WHEREAS, establishing a limit on the number of contracts that can be approved during any calendar year will allow the City to implement the Mills Act Program without significantly impacting a revenue source that is vital to the City's operating budget; and

WHEREAS, the City Council shall review the Mills Act Program in five years to determine the effectiveness of the program, evaluate its fiscal impact and to determine whether Contracts shall continue to be offered in the future.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL
OF THE CITY OF CARMEL-BY-THE-SEA does hereby:

1. Limit the number of Mills Act Contracts that can be approved for residential properties during any calendar year to three (3).

2. Require the City Council to review the Mills Act Program in five (5) years to determine whether to continue offering Mills Act Contracts.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
CARMEL-BY-THE-SEA this ____ day of _____ 2008 by the following roll call vote:

| | |
|---------|-----------------|
| AYES: | COUNCIL MEMBERS |
| NOES: | COUNCIL MEMBERS |
| ABSENT: | COUNCIL MEMBERS |

SIGNED,

SUE McCLOUD, MAYOR

ATTEST:

Heidi Burch, Assistant City Administrator

through resolution of the Historic Resources Board. On November 27, 2015, the residence was listed on the Carmel Inventory of Historic Resources. The resolution was filed with the County Recorder on February 17, 2016 (Document: 2016007921).

On May 20, 2016, the property owner submitted an application for a Mills Act contract. The Mills Act was enacted by the State of California in 1972 as a way of encouraging partnerships between local governments and property owners of historic resources. Carmel is a voluntary participant in the Mills Act program.

The Mills Act contract is for a period of 10 years and includes renewal provisions. The property owner agrees to specific rehabilitation/restoration efforts that occur over the life of the contract. In turn, the property owner receives a reduced property tax assessment. The assessment is performed by the Monterey County Assessor's Office. The City benefits by having historic resources rehabilitated and maintained, while the property owner benefits by having a reduced tax burden.

The City's Historic Preservation Ordinance (CMC 17.32.100) offers Mills Act contracts as a potential benefit to property owners of historic resources that are listed on the City's Historic Register. The HRB is advisory to the City Council on Mills Act contracts. Staff notes that this is one of four Mills Act applications received by the City since the beginning of 2016 – all received since May 20; it is City policy to only allow three contracts each year.

Staff analysis:

Municipal Code Section 17.32.100.B.6 establishes specific findings that must be made by the Historic Resources Board and City Council in order for the property to qualify for a Mills Act contract. The following is a list of the required findings and a staff analysis on how the proposal complies with the requirements.

Finding #1: *The building is designated as an historic resource by the City.*

Analysis: Municipal Code Section 17.32.090 states that “resources, identified as significant at a local or regional level in the Inventory, shall be eligible for listing in the Register only at the request of the property owner.” By resolution, the residence was designated as a historic resource on November 27, 2015, and placed on the City's Inventory of Historic Resources. The Resolution Designating a Historic Resource was recorded with the County Recorder on February 17, 2016 (Document # 2016007921). However, the residence is not currently on the City's

Historic Register. Getting on the Carmel Register is a precondition to approving a Mills Act Contract. Therefore, this Mills Act application includes a Resolution qualifying the residence as a Primary Resource and eligible to be on the Carmel Register. This Resolution must be recorded with the County so as to enable the Mills Act Contract to take affect.

As stated in the Carmel Municipal Code Section 17.32.040.C, the resource (in this case a residence) should be a minimum of 50 years of age and shall meet at least one of the four criteria for listing in the California Register at a national or Statewide level of significance (primary resource) or at a regional or local level of significance (local resource) per CEQA Guidelines Section 15064.5(a) (3):

1. Is associated with events that have made a significant contribution to the broad patterns of local or regional history or the cultural heritage of California or the United States;
2. Is associated with the lives of persons important to local, California or national history;
3. Embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master, an important creative individual, or possesses high artistic values; or
4. Has yielded, or has the potential to yield, information important to the prehistory or history of the local area, California or the nation

The City's Municipal Code does not provide a clear distinction between the Historic Inventory and Historic Register, but does indicate that the Register is a higher level of historic designation. Municipal Code Section 17.32.090 states that "*resources, identified as significant at a State or National level in the Inventory, shall be automatically listed in the Register.*" The DPR 523 Form prepared for the Loneragan residence indicates that it is significant under criterion 3, in the area of architecture, thereby qualifying this residence for the Carmel Register.

Finding #2: *The proposed rehabilitation and maintenance plan is appropriate in scope and sufficient in detail to guide rehabilitation and long-term maintenance. Required maintenance and rehabilitation should be more significant than just routine maintenance that would be expected for any property.*

Analysis: Municipal Code Section 17.32.010 requires that the applicant submit a rehabilitation/restoration and maintenance plan for the historic resource prepared or reviewed

by a qualified professional together with a cost estimate of the work to be done. The applicant has submitted the required plan, which is included as Attachment B. The plan was reviewed by Historic Preservation Consultant, Kent Seavey, who generally supports the maintenance plan and has concluded that it meets the intent of the Mills Act Program requirements, but recommends the following amendments to the maintenance program/Schedule of Work:

1. "Repair" (not replace) exterior bathroom door and front entry door; and
2. Replacing the mal-functioning toilets, bathroom fans and misc. house repairs does not constitute legitimate work under the Secretary of the Interior's Standards;

The issuance of a Mills Act contract states that the work done *"should be more significant than just routine maintenance that would be expected for any property."* The proposed work is a mix of significant and routine maintenance, which is typical of many Mills Act projects. The significant work includes restoring steel casement window, repair and paint damaged rafter tails, correcting east elevation drainage issues, replace sill plates and sub-floor wall framing damaged from uncontrolled drainage from the east side of the property, and restoration of garage doors.

Finding #3: *Alterations to the historic resource have been in the past, and will continue to be in the future, limited to interior work and to exterior rehabilitation and alterations that:*

- (A) *Comply with the Secretary's Standards (future additions only), and*
- (B) *Do not significantly alter, damage or diminish any primary elevation or character-defining feature, and*
- (C) *Do not increase floor area on the property by more than 15 percent beyond the amount established in the documented original or historic design of the resource, and*
- (D) *Do not result in any second-story addition to a single-story historic resource*
- (E) *Meet all zoning standards applicable to the location of the property.*

Analysis: The residence has maintained its original size and footprint with no significant alterations. Staff notes that any future alterations would be required to be consistent with the Secretary's Standards and consistent with the above noted requirements. No changes are proposed at this time.

Finding #4: *The Mills Act contract will aid in offsetting the costs of rehabilitating and/or maintaining the historic resource and/or will offset potential losses of income that might otherwise be achieved on the property.*

Analysis: The approval of this contract will assist in offsetting future costs of maintenance and will offset potential losses of income that might otherwise be achieved on the site had the residence not been identified as an historic resource.

Finding #5: *Approval of the Mills Act contract will represent an equitable balance of public and private interests and will not result in substantial adverse financial impact on the City.*

Analysis: Approval of the Mills Act Contract will be consistent with Goal 1-5 and Objective 1-16 of the Land Use Element of the General Plan which encourages providing incentives for property owners to preserve and rehabilitate historic resources. Although the adoption of all Mills Act Contracts will decrease the property taxes available to the City, this financial impact is minimal because: 1) only a limited number of properties can meet the requirements for a contract, 2) only a portion of the property tax from any single property will be lost, 3) only three new Mills Act contracts are allowed per year, and 4) the lost revenue to the City is offset by the value of preserving an important historic resource. This contract represents an equitable balance of public and private interests.

ATTACHMENTS:

- Legal Property Description
- Attachment B – Restoration/Maintenance Plan (10 years)
- Attachment C – Photographs of Property
- Attachment D – DPR 523 Form
- Attachment E – Secretary of the Interior Standards
- Attachment F – Draft Mills Act Contract
- Attachment G – Resolution for Carmel Register

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 010-154-005

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CARMEL BY THE SEA, COUNTY OF MONTEREY, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Lot 14, in Block 131, as said Lot and Block are shown on that certain Map entitled, "Map of Carmel-By-The-Sea, Monterey County, California", filed March 7, 1902 in Volume 1, Maps of "Cities and Towns", at Page 2, in the Office of the County Recorder of the County of Monterey, State of California.

Mills Act Work Plan for NE Corner Dolores & 12th

MA 16-203 application completed June 15, 2016; Applicant: Scott Lonergan

| | 7/15/2016 Work Plan | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 |
|----|--|----------|---------|----------|---------|---------|---------|---------|---------|---------|-------|-------|
| 1 | Replace deteriorated driveway, walkway, and steps leading to front gate | | | | \$7,000 | | | | | | | |
| 2 | Maintain Live Oak(6) and Moterey Pine (11) trees, landscaping, fencing, walkways, and brick façade | | \$500 | \$500 | \$300 | \$300 | \$300 | \$300 | \$300 | \$300 | \$300 | \$300 |
| 3 | Control erosion at Dolores & 12th with landscaping and decorative garden edging | | \$2,000 | \$1,000 | | | | | | | | |
| 4 | Rehabilitate / paint steel casement windows | \$15,000 | | | | | | | | | | |
| 5 | Repair and paint damaged rafter tails and eaves | | \$5,000 | | | | | | | | | |
| 6 | Correct east elevation drainage (& safety) issues | | | \$10,000 | | | | | | | | |
| 7 | Add rain guides and/or copper gutters at east elevation | | | \$1,000 | | | | | | | | |
| 8 | Replace sill plates and wall framing damaged from water seepage at east elevation | | | | \$1,000 | | | | | | | |
| 9 | Repair/Replace weather damaged exterior bathroom door | | | | | \$4,000 | | | | \$3,000 | | |
| 10 | Repair/Replace damaged front entry door (with dutch door) | | | | | | \$6,000 | | | | | |
| 11 | Rehabilitate of garage doors; termite fumigation (entire garage) | | | | | | | \$7,000 | | | | |
| 12 | Miscellaneous house repairs | | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 |
| 13 | Repair/Replace floor below stacked washer & dryer in kitchen pantry | | | | | | | | \$7,000 | | | |

Southeast elevation



Southwest elevation



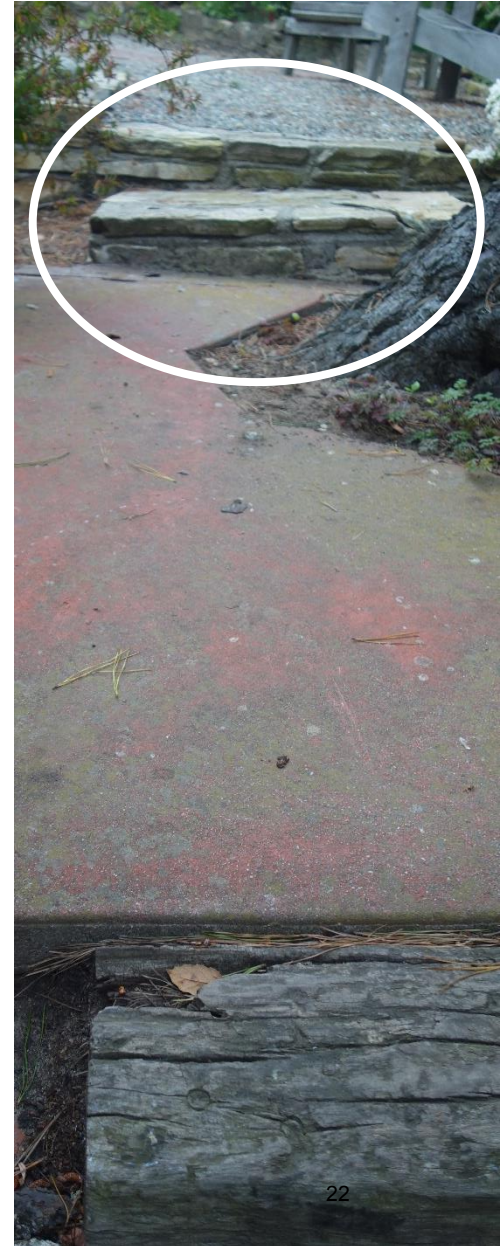
West elevation



Replace garage driveway and walkway



Maintain walkways and brick facade



Control erosion with landscaping and decorative edging

... along 12th



... along Dolores



Repair and paint rafter tails and eaves



Correct east elevation drainage issues

- *View of damaged sill under house at south elevation of front porch*

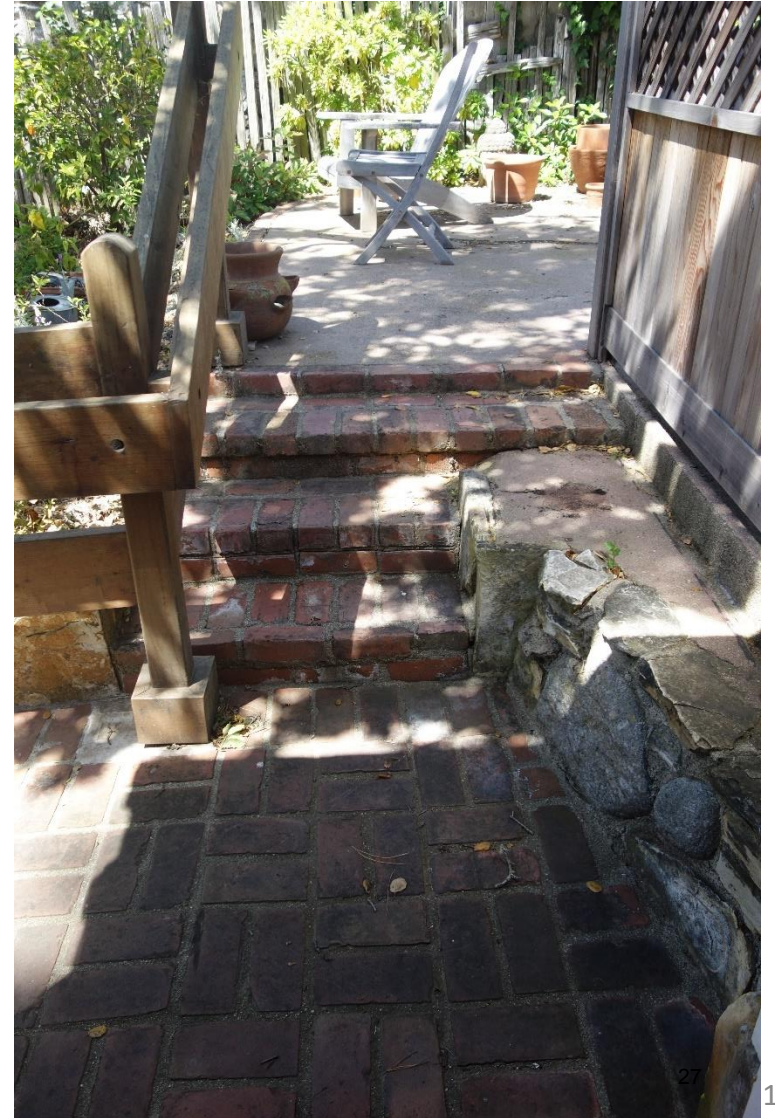
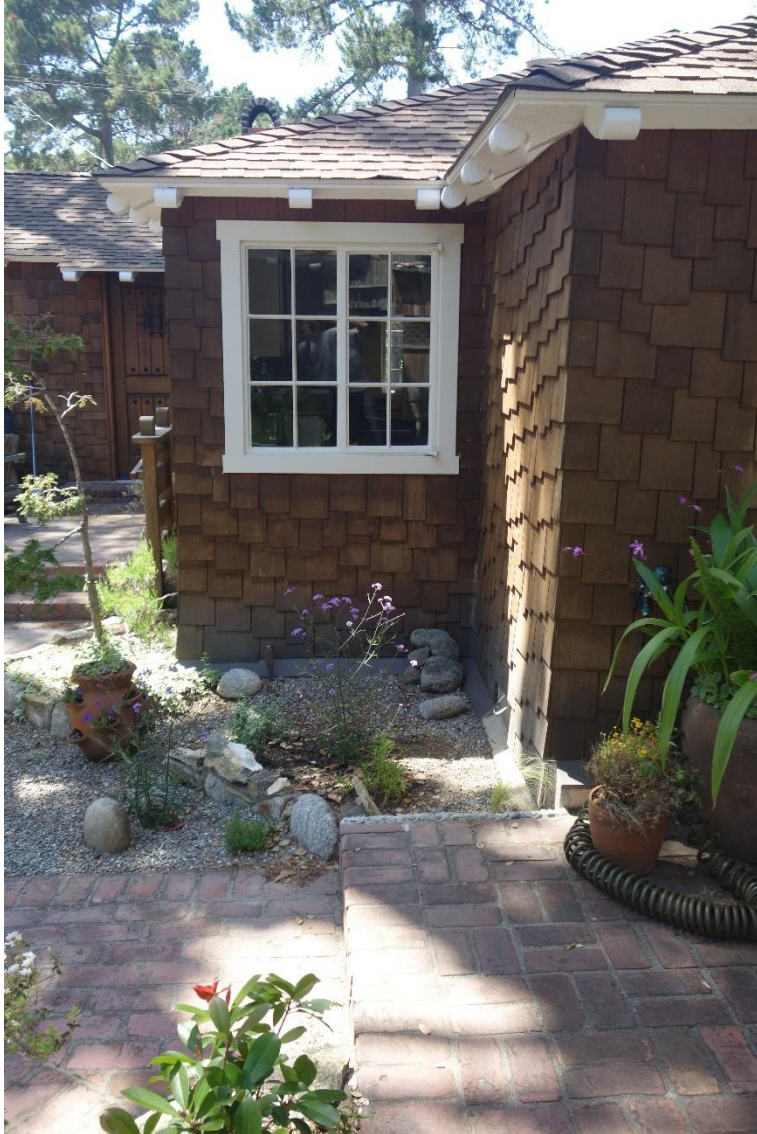


Correct east elevation drainage issues

- *View of damaged sill under house at east elevation at front porch*



Correct east elevation drainage (& safety) issues



Correct east elevation drainage (& safety) issues

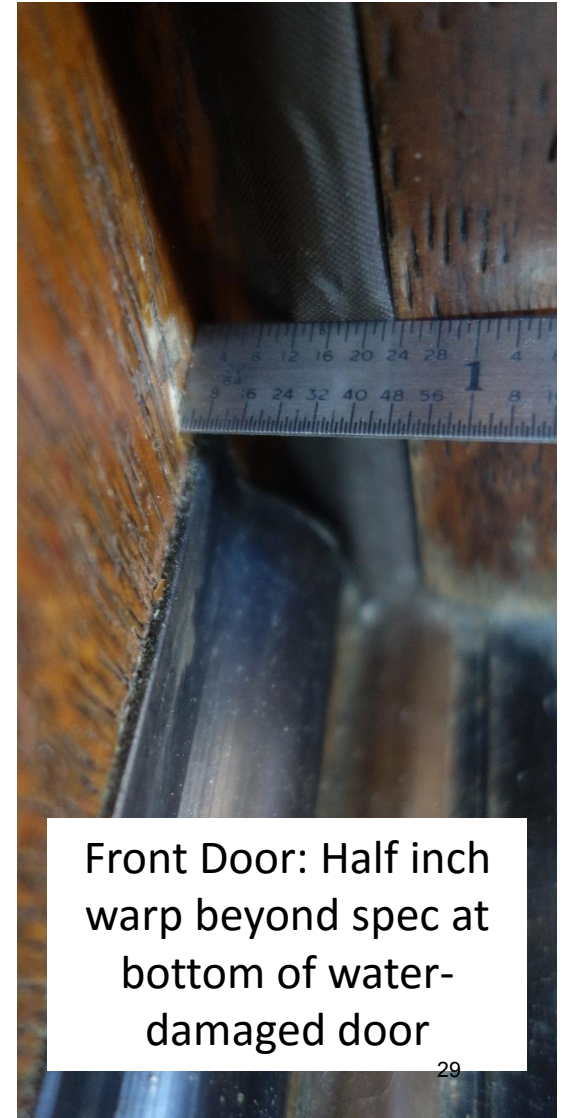


Repair/Replace damaged bathroom and front doors

Bathroom Door: Outside



Bathroom Door: Inside



Front Door: Half inch
warp beyond spec at
bottom of water-
damaged door

Restore garage doors



Replace floor below stacked washer & dryer



State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

PRIMARY RECORD

Primary #

HRI #

Trinomial

NRHP Status Code

552

Other Listings

Review Code

Reviewer

Date

Page 1 of 5

Resource Name or #: (Assigned by recorder) Lloyd C. Miller Cottage

P1. Other Identifier:

P2. Location:

Not for Publication ☐ Unrestricted ☐ a. County Monterey

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:

NE Cr 12th Ave. & Dolores St.

City Carmel-by-the-Sea

Zip 93921

d. UTM: (Give more than one for large and/linear resources)

mE

mN

e. Other Locational Data (Enter Parcel #, legal description, directions to resource, elevation, etc., as appropriate)

Blk 131 Lot 14

Parcel No. 010-154-005

P3. Description (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

The subject property is a one-story, wood-framed Vernacular cottage, irregular in plan resting on a raised foundation faced with a brick veneer. There is interior storage space below the water table on the west side-elevation. The exterior wall cladding is a staggered-butt wood shingle above the water table, with the brick veneer below. The brick is in a running bond. The low-pitched hip-and gable roof system has wide, overhanging eaves with exposed rafter-tails having shaped ends. There is one exterior eave-wall brick chimney present, with two flues. The flues are capped by arched brick spark arresters. The chimney is located on the west side of the south facing gabled wing. All roof covering is in composition shingles, added in 1996. Fenestration is, irregular, that once appeared on the larger windows, are no longer present. The principal entry, a newer planked wood door, is located on the east side of the south running gabled bay, at its intersection with the main building block. The eave line of the roof extends slightly over the entry to form a door hood. The entry is accessed across a raised open brick patio, which is part of the foundation. Originally open, it is now framed with a horizontal wood railing.

P3b. Resource Attributes: (List attributes and codes) HP2 - Single Family Property

P4. Resources Present ☐ Building ☐ Structure ☐ Object ☐ Site ☐ District ☐ Element of District ☐ Other (isolates, etc.)

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



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

Looking NW at the south facing facade & e side elev., Kent Seavey, 4/26/14

P6. Date Constructed/Age and Sources

☐ Prehistoric ☐ Historic ☐ Both

1929-30-Carmel building files

P7. Owner and Address

David & Bonnie Wolfe
1995 Northwood Road
Nipomo, CA 93444

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

Kent L. Seavey
Preservation Consultant
310 Lighthouse Ave.
Pacific Grove, CA 93950

P9. Date Recorded: 6/14/2014

P10. Survey Type: (Describe)

Intensive-CEQA required review

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

None

Attachments

☐ NONE☐ Location Map☐ Sketch Map☐ Continuation Sheet☐ Building, Structure, and Object Record☐ Archaeological Record☐ District Record☐ Linear Feature Record☐ Mining Station Record☐ Rock Art Record☐ Artifact Record☐ Photograph Record☐ Other (List)

BUILDING, STRUCTURE, AND OBJECT RECORD

Page 2 of 5

NRHP Status Code

5S2

Resource Name or #: (Assigned by recorder) *Lloyd C. Miller Cottage*

B1. Historic Name:

B2. Common Name:

B3. Original Use: *residence*

B4. Present Use: *residence*

B5. Architectural Style: *Vernacular*

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

Constructed 1929-1930 (CBP# 2195); Kitchen remodel 1965 (CBP# 4281); New composition shingle roof 1996 (CBP# 96-84); re-shingled, 2009, with some door changes (no permits found).

B7. Moved? ☒ No ☐ Yes ☐ Unknown Date:

Original Location:

B8. Related Features: *Detached two bay garage, 1930 (CBP# 2195) Wood-frame garage, square in plan. Exterior wall cladding and roof same as main house. Decorative cross-braced wood entry doors.*

B9a. Architect: *Designer-Frederick Bigland*

b. Builder: *Frederick Bigland*

B10. Significance: Theme: *Residential Architecture*

Area: *Carmel-by-the-Sea*

Period of Significance: *1929-30*

Property Type: *single family residence*

Applicable Criteria: *CR3*

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

The Lloyd C. Miller Cottage is significant under California Register criterion 3, in the area of architecture, as the the only identified example of a primarily vernacular residential design by noted Carmel contractor/builder Frederick Bigland. Frederick Bigland (1889-1971) came to the United States from his native home in Chester, on the west coast of England, in the early 1920s. He first settled near Santa Barbara, but moved to Carmel just after the Santa Barbara earthquake of 1925. He brought with him the design and building techniques of the English Arts & Crafts tradition. His early work in Carmel reflected the English Tudor Revival, with some of the storybook detailing that Carmel was known for at the time. His own half-timbered home on Min. View near Santa Fe reflects this aesthetic. Bigland's design vocabulary soon expanded to incorporate the popular Spanish Eclectic Revival. The North African influenced Markham House at the SW corner of 11th and Casanova is a good example of his range. However, the designer/builder was most noted for his Tudor Revival residences which are represented in the 2003 Carmel Historic Resource Inventory.

The subject property, a boxy, rambling, hip-and-gable roofed vernacular cottage, which takes advantage of views to the west and south from a raised corner lot, was designed in 1929-1930 for Lloyd Miller, an early Carmel gas station owner/operator. The cottage is a clear reflection of that "taste for simplicity"..., described in the 2008 Carmel Historic Context Statement, that "transcended the divisions of time and architectural fashion" in Carmel. It is a good exemplar of the individualism and creativity of its time, and a visible manifestation of the "whimsical combination of features associated with several styles on a single home to create a unique and eclectic whole", as described in the Carmel Historic Context Statement.

B11. Additional Resource Attributes: (List attributes and codes) *HP2 - Single Family Property*

B12. References:

Carmel building records, Carmel Planning Dept., City Hall, Carmel.

Carmel by the Sea, Historic Context

Statement, 2008.

Monterey Peninsula Herald, 6/27/75, (Obit. Lloyd Miller).

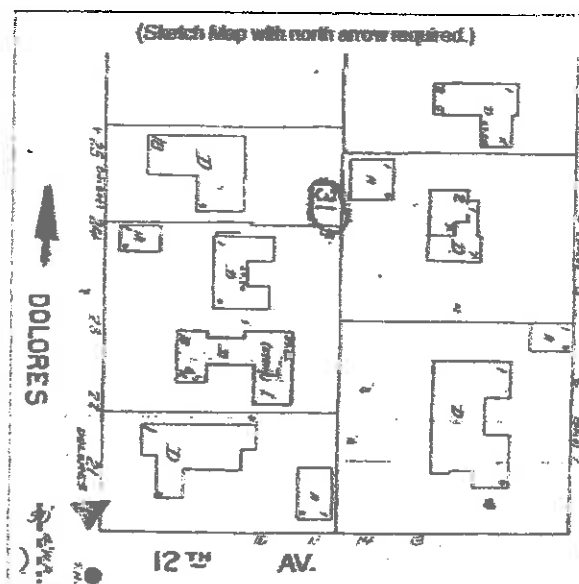
Monterey Co. Assessor's records, Mo. Co. Assessor's office, Salinas.

B13. Remarks: *Zoning-R-1*

B14. Evaluator: *Kent Seavey*

Date of Evaluation: *8/14/2014*

(This space reserved for official comments.)



CONTINUATION SHEET

Primary #

HRI #

Trinomial

Page 3 of 5

Resource Name or #: (Assigned by recorder) Lloyd C. Miller Cottage

Recorded by: Kent L. Seavey

Date 6/14/2014

☐ Continuation ☐ Update

P3. (Cont.) The subject property is sited on a the prominent NE corner of Dolores St., and 12th Ave, in a natural landscape setting with several mature pine trees, set back from the roadways behind a rustic grape stake wood fence. There are brick and concrete walkways on the property, with an interesting concrete entry porch, and stepped concrete walk along the south elevation, which are scored in a distinctly Art Deco pattern. At the rear of the parcel, on the NE side are two stepped, open patio spaces, both hardscaped. They are to the rear of the original, detached two-bay garage, also constructed in 1930, and consistent in design and materials to the cottage proper. The residence is located in a wooded residential neighborhood of one and two-story homes of varying ages, sizes and styles. In 2009, then owners Chris and Lynn Rudowski had the residence reshingled, matching in kind the original materials and staggered patterning (see photo continuation sheets) They replaced the existing entry door, and added a new door and a set of French doors on the east side of the building envelope, a secondary elevation. The additions appear to be consistent with the design character of the residence.

B10 (cont.) The irregular building mass and form reflect s the view shed potential of the site, as does the cottage's raised foundation. The brick veneer on the foundation and wood shingle exterior wall cladding, both reflect the use of natural materials from the Arts & Crafts and Craftsman Style design vocabularies, as do the exposed and shaped rafter-tails along the roof eaves. The exterior wall cladding is in natural wood shingles, in a highly articulated and abstract staggered built pattern. The current shingles were added in 2009, having replaced the originals, which had deteriorated and been painted over. Available photographs of the earlier wall cladding clearly show the consistency of the current shingle pattern with the original. Review of this work with the California Office of Historic Preservation found the newer wall cladding consistent with the Secretary of the Interior's Standards #6, #9 & #10 for Rehabilitation. Of interest is the abstract scoring found on the concrete entry porch and on similar concrete steps along the downhill slope on the south side of the building envelope that reflect Art Deco patterning.

The multi-paned, industrial steel casement windows are original throughout the building envelope. Three pairs of original planked wood shutters, two from the south elevation and one set from the west elevation are no longer present. The east facing principal wood entry door is of recent vintage, but consistent with the character of the building design, and reversible. A newer glazed and paneled door on the east end of the east wing is also reversible, as are glazed wooden French doors added adjacent to the NE corner of the building envelope. These newer minor features are on secondary elevations. A code required horizontal wood railing, also consistent with the design character of the cottage, has been added to the previously open porch entry.

The subject property has been well maintained over time and retains the majority of its original character-defining features, particularly its irregular plan, as shown on the 1930 Sanborn Insurance Map of Carmel; low-pitched hip-and-gable roof system; natural exterior brick and wood finishes and multi-paned industrial steel casement windows. Its missing some wood shutters, which are shown in existing photographs, and retains its original site, location and general landscape setting.

Frederick Bigland was an important contributor to Carmel's residential design during his residence here in the 1920s and 1930s. Seeking a better climate for reasons of health, he left Carmel about 1933. Very few of his known house designs remain intact as constructed. The Lloyd C. Miller Cottage is a previously unknown design by the Carmel master builder, from an important period of residential development in the village. Its listing in the Carmel Historic Resource Inventory will fill a gap in Mr. Bigland's known works. Perhaps more importantly the property can be seen, as noted in Carmel's Historic Context Statement, as a visual reminder of the communities earlier taste for the kind of simplicity, articulated by the use of local building materials, that continues to transcend the divisions of of time and architectural fashions. The Lloyd C. Miller Cottage retains its historical significance and sufficient physical integrity as the only known example of vernacular residential design by noted Carmel contractor/builder Frederick Bigland. It qualifies for listing in the Carmel Historic Resource Inventory, at the local level of significance, under the theme of Architectural Development in Carmel (1888-1965), as established in the 2008 Historical Context Statement for Carmel-By-The-Sea.

B12 (cont.)

Sanborn fire insurance maps for Carmel 1930/1924-62.

Seavey, Kent, Bio. on Frederick Bigland, (personal archives).

CONTINUATION SHEET

Primary # _____

HRI # _____

Trinomial _____

Page 4 of 5

Resource Name or #: (Assigned by recorder) Lloyd C. Miller Cottage

Recorded by: Kent L. Seavey

Date 6/14/2014

☒ Continuation

☐ Update

Supplemental Photograph or Drawing



Description of Photo: (View, date, accession #)

Looking NW at the south facing facade,
Kent Seavey, 4/26 2014.

Supplemental Photograph or Drawing



Description of Photo: (View, date, accession #)

Looking NW at the south facing facade,
photographer unknown, c. 2009

CONTINUATION SHEET

Primary # _____

HRI # _____

Trinomial _____

Page 5 of 5

Resource Name or #: (Assigned by recorder) Lloyd C. Miller Cottage

Recorded by: Kent L. Seavey

Date 6/14/2014

☐ Continuation

☐ Update

Supplemental Photograph or Drawing



Description of Photo (View, date, accession #)

Looking east at the west side elevation,
Kent Seavey, 6/10/2014

Supplemental Photograph or Drawing



Description of Photo (View, date, accession #)

Looking east at the west side elevation,
photographer unknown, c. 2006

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

1. "A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment."
2. "The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided."
3. "Each property shall 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 architectural elements from other buildings, shall not be undertaken."
4. "Most properties change over time; changes that have acquired historic significance in their own right shall be retained and preserved."
5. "Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved."
6. "Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, and pictorial evidence."
7. "Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible."
8. "Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken."
9. "New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment."
10. "New additions and adjacent or related new construction shall 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."

RECORDING REQUESTED BY:

CITY CLERK
CITY OF CARMEL-BY-THE-SEA

WHEN RECORDED MAIL TO:

NAME: CITY CLERK
CITY OF CARMEL-BY-THE-SEA

ADDRESS: CITY HALL
PO DRAWER G
CARMEL, CA 93921

**CITY OF CARMEL-BY-THE-SEA
MILLS ACT AGREEMENT
HISTORIC PROPERTY PRESERVATION CONTRACT**

THIS AGREEMENT is made and entered into this __ day of December, 2016 by and between the CITY OF CARMEL-BY-THE-SEA a municipal corporation (hereinafter referred to as “City”), and Scott and Robbin Lonergan (hereinafter referred to as “Owner”).

RECITALS

- (i) California Government Code Section 50280, et seq. (known as the Mills Act) authorizes cities to enter into contracts with the owners of qualified historic properties to provide for their appropriate use, maintenance and restoration such that these historic properties retain their historic characteristics;
- (ii) The Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, located at the northeast corner of Dolores Street and 12th Avenue (APN: 010-154-005), Carmel, California, (hereinafter referred to as the “Historic Property”). A legal description of the Historic Property is attached hereto, marked as Exhibit “A” and is incorporated herein by this reference;
- (iii) The property is identified as an historic resource on the City of Carmel’s Register of Historic Resources;
- (iv) City and Owner, for their mutual benefit, now desire to enter into this Agreement both to protect and preserve the characteristics of historical significance of the Historic Property, and to qualify the Historic Property for an assessment of valuation pursuant to the provisions of Article 1.9 (commencing with section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, City and Owner, in consideration of the mutual covenants and conditions contained herein, do hereby agree as follows:

- 1. **EFFECTIVE DATE AND TERM.** This Agreement shall be effective and commence on 1 January 2017, unless otherwise indicated by Monterey County, and shall remain in effect for a term of ten (10) years thereafter.
- 2. **AUTOMATIC RENEWAL.** Each year, upon the anniversary of the effective date of this Agreement (hereinafter referred to as “annual renewal date”), one (1) year shall be added automatically to the term of this Agreement, unless timely notice of nonrenewal is given

as provided in paragraph 3 of this Agreement. The total length of the contract shall not exceed twenty (20) years.

3. NOTICE OF NONRENEWAL. If City or Owner desires in any year not to renew this Agreement, that party shall serve written notice of nonrenewal in advance of the annual renewal date of this Agreement as follows: Owner must serve written notice of nonrenewal at least ninety (90) days prior to the annual renewal date; City must serve written notice of the nonrenewal at least sixty (60) days prior to the annual renewal date. Upon receipt by Owner of a notice of nonrenewal from the City, Owner may make a written protest. At any time prior to the annual renewal date, City may withdraw its notice of nonrenewal.
4. EFFECT OF NOTICE OF NONRENEWAL. If either City or Owner serves timely notice of nonrenewal in any year, and this contract is not renewed, this Agreement shall remain in effect only for the remaining nine (9) years from the last annual renewal date.
5. VALUATION OF PROPERTY. During the term of this Agreement, Owner is entitled to seek assessment of valuation of the Historic Property pursuant to the provisions of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.
6. PRESERVATION OF PROPERTY. Owner shall preserve and maintain the characteristics of historical significance of the Historic Property. Attached hereto marked as Exhibit "B", and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Historic Property, which shall apply to such property throughout the term of this Agreement. The Owner agrees to complete rehabilitation and/or maintenance activities of the structure and comply with such conditions as specified in Exhibit "B" including the conditions outlined by the City's Historic Preservation Consultant. Requests for substantial revisions to the maintenance and rehabilitation plan shall be reviewed by the Historic Resources Board prior to implementation. In addition, Owner shall comply with the terms of the City's Historic Preservation Ordinance (CMC 17.32). Owners shall not be permitted to further impede the view corridor with any new structure, such as walls, fences, or shrubbery, so as to prevent the viewing of the Historic Property from the public right-of-way.
7. RESTORATION OF PROPERTY. 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 State Department of Parks and Recreation, U. S. Secretary of the Interior's Standards for Rehabilitation, State Historical Building Code, and the City of Carmel-by-the-Sea, all as amended. This scope of work could exceed that defined in the Owner's work program included as Attachment B.
8. INSPECTIONS. Owner shall allow periodic examinations, with reasonable notice thereof, of the interior and exterior of the Historic Property by representatives of the County Assessor, the State Department of Parks and Recreation, the State Board of Equalization, the City and other agencies as may be necessary to determine Owner's compliance with the terms and provisions of this Agreement.
9. PROVISION OF INFORMATION. Owner shall furnish the City with any and all information requested by City, which City deems necessary or advisable to determine compliance with the terms and provisions of this Agreement.
10. ANNUAL REPORT. Owner shall submit an annual report at least 90 days prior to each annual renewal date to the Department of Planning and Building specifying all work that has been done to maintain and preserve the historic resource over the preceding year in compliance with the approved maintenance plan.

11. **CANCELLATION.** The City has the right to cancel the contract if the historic resource is damaged or destroyed by unauthorized additions, alterations or remodeling. The City also has the right to cancel this contract if the owners(s) have repeatedly failed to comply with the provisions of paragraph's # 6, 7, 8 or 10 of this Agreement after the City has provided reasonable notice of any failure to comply with the agreement. Cancellation of a contract by the City consistent with the provisions of this paragraph requires a public hearing and, if cancelled, results in the immediate termination of the contract and a penalty equal to 12.5 percent of the assessed market value of the property. City's right to cancel this Agreement pursuant to this paragraph shall in no way limit or restrict its rights or legal remedies arising from City's Historic Preservation Ordinance and Municipal Code.
12. **ENFORCEMENT OF AGREEMENT.** In lieu of and/or in addition to any provisions to cancel this Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement.
13. **WAIVER.** City does not waive any claim or default by Owner if City does not enforce or cancel this Agreement. All remedies at law or in equity, which are not otherwise provided for 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 of any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.
14. **BINDING EFFECT OF AGREEMENT.** Owner hereby subjects the Historic Property to the covenants, reservations and restrictions set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations, and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon Owner's successors and assigns in title or interest to the Historic Property. A successor in interest shall have the same rights and obligations under this Agreement as the original owner who executed the Agreement.

Each and every contract, deed or other instrument hereinafter executed, governing or conveying the Historic Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that it restricts development of the Historic Property. City and Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the cultural and historic characteristics and significance of the Historic Property for the benefit of the public and Owner.

15. **NOTICE.** Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below, by personal delivery or United States mail, postage prepaid, addressed as follows:

City: Carmel-by-the-Sea
Community Development Department
PO Drawer G
Carmel, CA 93921

Owner: Scott and Robbin Lonergan
PO Box 3755
Carmel, CA 93921

16. Recordation. No later than twenty (20) days after the parties execute and enter into this Agreement, the City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Monterey.
17. The Owner or agent of Owner shall provide written notice of this Agreement to the State Office of Historic Preservation within six (6) months of the date of this Agreement.
18. GOVERNING LAW; VENUE. This Agreement shall be constructed and governed in accordance with the laws of the State of California. Should either party to this agreement bring legal action against the other, the case shall be handled in Monterey County, California and the party prevailing in such action shall be entitled to a reasonable attorney fee which shall be fixed by the judge hearing the case and such fee shall be included in the judgment together with all costs.
19. Amendments. This agreement may be amended in whole or in part, only by a written-recorded instrument executed by the parties hereto.
20. DESTRUCTION OF PROPERTY; EMINENT DOMAIN; CANCELLATION. If the Historic Property is destroyed by earthquake, fire, flood, or other natural disaster such that in the opinion of the City Building Official more than sixty percent (60%) of the original fabric of the structure must be preplaced, this Agreement shall be cancelled because the historic value of the structure will have been destroyed. If the Historic Property is acquired in whole or in part by eminent domain or other acquisition by any entity authorized to exercise the power of eminent domain, and the acquisition is determined by the City Council to frustrate the purpose of this Agreement, this Agreement shall be cancelled. No cancellation fee pursuant to Government Code Section 50286 shall be imposed if the Agreement is cancelled pursuant to this paragraph.
21. INDEMNIFICATION. Owner shall defend, indemnify, and hold harmless City and its elected officials, officers, agents and employees from any actual or alleged claims, demands, causes of action, liability, loss, damage, or injury to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state or local government agency, arising out of or incident to the direct or indirect use, operation, or maintenance of the Historic Property by Owner or any contractor, subcontractor, employee, agent, lessee, licensee, invitee, or any other person; (ii) Owner's activities in connection with the Historic Property; and (iii) any restriction on the use of development of the Historic Property, from application or enforcement of the City's Municipal Code, or from the enforcement of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of the City, its elected officials, employees, and/or agents for all legal expenses and costs incurred by each of them. Owner's obligation to indemnify shall survive the termination, cancellation, or expiration of this Agreement and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, employees, or agents.
22. SEVERABILITY. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

IN WITNESS THEREOF, the City and Owners have executed this Agreement on the day and year written above.

CITY OF CARMEL-BY-THE-SEA:

By: _____

Date: _____

Name: Chip Rerig

Title: City Administrator

PROPERTY OWNERS:

By: _____

Date: _____

Name: Scott Lonergan

By: _____

Date: _____

Name: Robbin Lonergan

Return to:
Carmel City Hall
Post Office Drawer G
Carmel, CA 93921
Attention: Matthew Sundt, Contract Planner

RESOLUTION

QUALIFYING AN HISTORIC RESOURCE FOR LISTING ON CARMEL REGISTER

The subject property is designated a Historical Resource per Resolution recorded with the Monterey County Recorder on February 17, 2016 (Document 2016007921). This Resolution qualifies the subject resource to be placed on the Carmel Register which will allow the property owner to take advantage of a preservation incentive program to include the Mills Act Historical Property Contracts.

This Resolution is being recorded pursuant to section 5029(b) of the California Public Resources Code that requires the City to record all historic resource determinations. This action also is taken in furtherance of the Local Coastal Program certified by the California Coastal Commission and implemented by the City of Carmel-by-the-Sea Ordinances No. 2004-01 and 2004-02.

As stated in the Carmel Municipal Code Section 17.32.040.C, the resource (in this case a residence) should be a minimum of 50 years of age and shall meet at least one of the four criteria for listing in the California Register at a national or Statewide level of significance (primary resource) or at a regional or local level of significance (local resource) per CEQA Guidelines Section 15064.5(a) (3): (1) Is associated with events that have made a significant contribution to the broad patterns of local or regional history or the cultural heritage of California or the United States; (2) Is associated with the lives of persons important to local, California or national history; (3) Embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master, an important creative individual, or possesses high artistic values; or (4) Has yielded, or has the potential to yield, information important to the prehistory or history of the local area, California or the nation. This resource is over 50 years of age and meets criteria #3.

Assessor's Parcel Number: 010-154-005
Block: 131 Lot(s): 14
Current Owner: Scott Lonergan
Street Location: Dolores Street at 12th Ave., NE corner

It is the purpose of this Resolution to alert the owner, the successors and assigns to the existence of an historic resource on the property. This historic resource is protected under laws of the State of California and of the City of Carmel-by-the-Sea including the California Coastal Act, the California Public Resources Code, the Carmel-by-the-Sea Municipal Code and the Local Coastal Program.

Attachment A – Property Legal Description (1 pages) Attachment B – DPR Form523 (5 pages)

Certified by:

Matthew Sundt,
Contract Planner, Carmel-by-the-Sea

T:\Applications\MA Mills Act\MA 16-203 (Lonergan)

Form 523 for the historic record of this property prepared by Kent Seavey in 2002). On May 25, 2005, the residence was listed on the Carmel Inventory of Historic Resources. The resolution was filed with the County Recorder on January 4, 2007 (Document: 2007001273).

On June 28, 2016, the property owner submitted an application for a Mills Act contract. The Mills Act was enacted by the State of California in 1972 as a way of encouraging partnerships between local governments and property owners of historic resources. Carmel is a voluntary participant in the Mills Act program.

The Mills Act contract is for a period of 10 years and includes renewal provisions. The property owner agrees to specific rehabilitation/restoration efforts that occur over the life of the contract. In turn, the property owner receives a reduced property tax assessment. The assessment is performed by the Monterey County Assessor's Office. The City benefits by having historic resources rehabilitated and maintained, while the property owner benefits by having a reduced tax burden.

The City's Historic Preservation Ordinance (CMC 17.32.100) offers Mills Act contracts as a potential benefit to property owners of historic resources that are listed on the City's Historic Register. The HRB is advisory to the City Council on Mills Act contracts. Staff notes that this is one of four Mills Act applications received by the City since the beginning of 2016 – all received since May 20; only three contracts are let each year.

Staff analysis

Municipal Code Section 17.32.100.B.6 establishes specific findings that must be made by the Historic Resources Board and City Council in order for the property to qualify for a Mills Act contract. The following is a list of the required findings and a staff analysis on how the proposal complies with the requirements.

Finding #1: *The building is designated as an historic resource by the City.*

Analysis: Municipal Code Section 17.32.090 states that “resources, identified as significant at a local or regional level in the Inventory, shall be eligible for listing in the Register only at the request of the property owner.” By Resolution, the residence was designated an historic resource on May 25, 2005, and placed on the City's Inventory of Historic Resources. It is not on the City's Historic Register. The Resolution Designating an Historic Resource was recorded with the County Record on January 4, 2007 (Document # 2007001273). However, the residence is

not currently on the City's Historic Register. Getting on the Carmel Register is a precondition to approving a Mills Act Contract. Therefore, this Mills Act application includes a Resolution qualifying the residence as a Primary Resource and eligible to be on the Carmel Register. This Resolution must be recorded with the County so as to enable the Mills Act Contract to take affect.

As stated in the Carmel Municipal Code Section 17.32.040.C, the resource (in this case a residence) should be a minimum of 50 years of age and shall meet at least one of the four criteria for listing in the California Register at a national or Statewide level of significance (primary resource) or at a regional or local level of significance (local resource) per CEQA Guidelines Section 15064.5(a) (3):

1. Is associated with events that have made a significant contribution to the broad patterns of local or regional history or the cultural heritage of California or the United States;
2. Is associated with the lives of persons important to local, California or national history;
3. Embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master, an important creative individual, or possesses high artistic values; or
4. Has yielded, or has the potential to yield, information important to the prehistory or history of the local area, California or the nation

The City's Municipal Code does not provide a clear distinction between the Historic Inventory and Historic Register, but does indicate that the Register is a higher level of historic designation. Municipal Code Section 17.32.090 states that "*resources, identified as significant at a State or National level in the Inventory, shall be automatically listed in the Register.*" The DPR 523 Form prepared for the Slingerlend/Speers residence indicates that it is significant under criterion 3, in the area of architecture, thereby qualifying this residence for the Carmel Register.

Finding #2: *The proposed rehabilitation and maintenance plan is appropriate in scope and sufficient in detail to guide rehabilitation and long-term maintenance. Required maintenance and rehabilitation should be more significant than just routine maintenance that would be expected for any property.*

Analysis: Municipal Code Section 17.32.010 requires that the applicant submit a rehabilitation/restoration and maintenance plan for the historic resource prepared or reviewed by a qualified professional together with a cost estimate of the work to be done. The applicant has submitted the required plan, which is included as Attachment B. The plan was reviewed by Historic Preservation Consultant, Kent Seavey, who supports the maintenance plan and has concluded that it meets the intent of the Mills Act Program.

The issuance of a Mills Act contract states that the work done *“should be more significant than just routine maintenance that would be expected for any property.”* The proposed work is a mix of significant and routine maintenance, which is typical of many Mills Act projects and indicated in the attached work program (Exhibit B). The significant work includes structural beam replacement, drainage adjustments, foundation repair, window and door restoration, repair plaster, restoration/repair second level deck, etc.

Finding #3: *Alterations to the historic resource have been in the past, and will continue to be in the future, limited to interior work and to exterior rehabilitation and alterations that:*

- (A) Comply with the Secretary’s Standards (future additions only), and*
- (B) Do not significantly alter, damage or diminish any primary elevation or character-defining feature, and*
- (C) Do not increase floor area on the property by more than 15 percent beyond the amount established in the documented original or historic design of the resource, and*
- (D) Do not result in any second-story addition to a single-story historic resource*
- (E) Meet all zoning standards applicable to the location of the property.*

Analysis: The residence has maintained its original size and footprint with no significant alterations. Staff notes that any future alterations would be required to be consistent with the Secretary’s Standards and consistent with the above noted requirements. No changes are proposed at this time.

Finding #4: *The Mills Act contract will aid in offsetting the costs of rehabilitating and/or maintaining the historic resource and/or will offset potential losses of income that might otherwise be achieved on the property.*

Analysis: The approval of this contract will assist in offsetting future costs of maintenance and will offset potential losses of income that might otherwise be achieved on the site had the residence not been identified as an historic resource.

Finding #5: *Approval of the Mills Act contract will represent an equitable balance of public and private interests and will not result in substantial adverse financial impact on the City.*

Analysis: Approval of the Mills Act Contract will be consistent with Goal 1-5 and Objective 1-16 of the Land Use Element of the General Plan which encourages providing incentives for property owners to preserve and rehabilitate historic resources. Although the adoption of all Mills Act Contracts will decrease the property taxes available to the City, this financial impact is minimal because: 1) only a limited number of properties can meet the requirements for a contract, 2) only a portion of the property tax from any single property will be lost, 3) only three new Mills Act contracts are allowed per year, and 4) the lost revenue to the City is offset by the value of preserving an important historic resource. This contract represents an equitable balance of public and private interests.

ATTACHMENTS:

- Attachment A – Legal Property Description
- Attachment B – Restoration/Maintenance Plan (10 years)
- Attachment C – Photographs of Property
- Attachment D – DPR 523 Form
- Attachment E – Secretary of the Interior Standards
- Attachment F – Draft Mills Act Contract
- Attachment G – Resolution for Carmel Register

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 010-165-015

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CARMEL, COUNTY OF MONTEREY, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

That portion of Lots 31, 33, and 35, in Block 143, as said lots and Block are shown on the Map entitled, "Map of Addition Number Two to Carmel-By-The-Sea, Monterey County, Cal.", filed April 5, 1906 in Volume 1, Maps of "Cities and Towns", at Page 44 1/2, Official Records of Monterey County, described as follows:

Beginning at the Southeast corner of Lot 35, said corner being also on the Westerly line of San Carlos Street and on the Northerly Line of Santa Lucia Avenue, as shown on said Map; thence from said corner of Lot 35, along the Westerly line of San Carlos Street,

- (1) North, 111.77 feet; thence leaving said Westerly line of San Carlos Street,
- (2) West, 79.00 feet; thence
- (3) South, 49.37 feet; thence
- (4) South 45° 00' West, 16.97 feet; thence
- (5) South, 81.30 feet to a point on the Northerly line of Santa Lucia Avenue; thence along the Northerly line of Santa Lucia Avenue,
- (6) North 71° 18' East, 96.07 feet to the point of beginning.

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

ASSESSOR'S MAP
BOOK 10 PAGE 16

9-36

TAX CODE AREA 1-00

THIS MAP IS INTENDED TO BE USED FOR
PROPERTY TAX ASSESSMENT PURPOSES ONLY.

9-37

JUNIPERO
ST.

ROAD 140

MISSION ST.

SANTA LUCIA

9-38

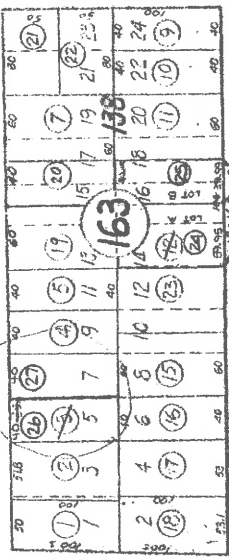
RIO

SCALE 1 in. = 100 ft.

9-35

7

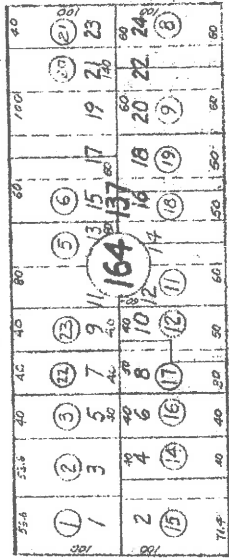
MISSION



AVE

15

SAN CARLOS



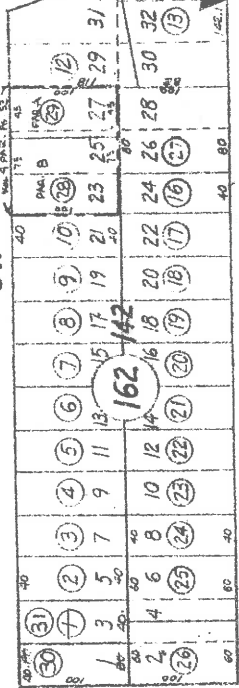
12TH

15

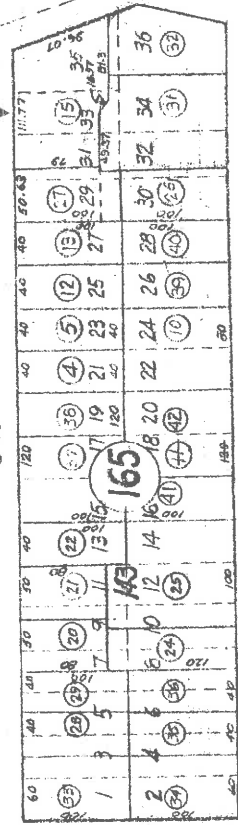
DOLORES

AVE

ST.



ST.



ST.

17

CARMEL BY THE SEA ADD'N 2

BLOCKS 137, 138, 140, 141, 142 & 143

9-38

Exhibit B -
N.W. Corner of Santa Lucia
and San Carlos

**Speers - Slingerland Residence
Maintenance Plan**

June 27, 2016

| Scheduled Work: | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 |
|--------------------------------------|----------|----------|----------|----------|----------|----------|----------|---------|---------|------------------|
| Structural Beam Replacment | \$20,000 | | | | | | | | | |
| Courtyard Patio Drainage/Waterprf | | | \$5,242 | \$5,243 | | | | | | |
| Kitchen Entry Drainage/Waterprf | | \$4,660 | \$4,660 | | | | | | | |
| South Lower Deck Rehabilitation | | \$20,970 | | | | | | | | |
| 2nd Level Deck Rehabilitation/Repair | | \$4,660 | \$8,155 | | | | | | | |
| Copper Flashing/Waterproofing | | \$5,359 | \$5,359 | \$5,359 | \$5,359 | \$5,359 | | | | |
| Window and Door Rehabilitation: | | \$17,825 | \$17,825 | \$17,825 | \$17,825 | \$17,825 | | | | |
| Repair/Replace lintels, plaster, | | | | | | | | | | |
| Wood Gutters Rehabilitation/Install | | | | | | | | | \$7,573 | |
| Cement Plaster Rehabilitation | | \$6,990 | \$6,990 | \$6,990 | \$6,990 | \$6,990 | | | | |
| Foundation/Footing Repair | | \$16,310 | | | | | | | | |
| Masonry Block | | \$1,048 | \$1,048 | \$1,048 | \$1,048 | \$1,048 | | | | |
| Painting (Exterior and Interior) | | | | | \$18,931 | \$18,931 | \$18,931 | | | \$18,931 |
| Misc. Decayed Framing/Dryrot Repair | \$3,883 | \$3,883 | \$3,883 | \$3,883 | \$3,883 | \$3,883 | | | | |
| Excavate to Allow 18" Crawlspace | | \$1,864 | | | | | | | | |
| Roof Maintenance/Repair | \$2,500 | \$300 | \$300 | \$300 | \$300 | \$300 | \$300 | \$300 | \$300 | \$300 |
| Landscape and Tree Maintenance | \$4,800 | \$4,800 | \$4,800 | \$4,800 | \$4,800 | \$4,800 | \$4,800 | \$4,800 | \$4,800 | \$4,800 |
| | | | | | | | | | | |
| Subtotals | \$26,383 | \$83,869 | \$53,462 | \$40,648 | \$54,336 | \$54,336 | \$19,231 | \$300 | \$7,873 | \$19,231 |
| Total | | | | | | | | | | \$359,669 |

Erik Dyar, Architect
DYAR Architecture
831.915.5602

Desmond Nault
Nault Construction
831.236.1480

10F6



Speer-Slingerland Residence

South Facade



Speers - Slinnwood Residence

Partial North Facade



Speers-Slinnwood Residence

Partial East Facade from Courtward w/ main-level carport

40F6



Speers - Glinger and Residence

Country and ratio w/ dotwievation + how distance

5.07.6

EXHIBIT 06



Kitchen Entry patio w/ deterioration & poor drainage

Spears - Slingerland Residence

EXHIBIT 10

6 of 6



Speers - Slingerland Residence

Deterioration structural beam

PRIMARY RECORD

Primary #

HRI #

Trinomial

NRHP Status Code

5S1

Other Listings

Review Code

Reviewer

Date

Resource Name or #: (Assigned by recorder) Las Abuelas

Page 1 of 3

P1. Other Identifier:

P2. Location: ☐ Not for Publication ☒ Unrestricted a. County Monterey

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.

City Carmel-by-the-Sea

Zip 93921

c. Address:

d. UTM: (Give more than one for large and/linear resources)

mE/

mN

e. Other Locational Data (Enter Parcel #, legal description, directions to resource, elevation, etc., as appropriate)

NW cr. Santa Lucia & San Carlos (Blk 143, Lots 31, 33, 35)

Parcel No. 010-165-015

P3. Description (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

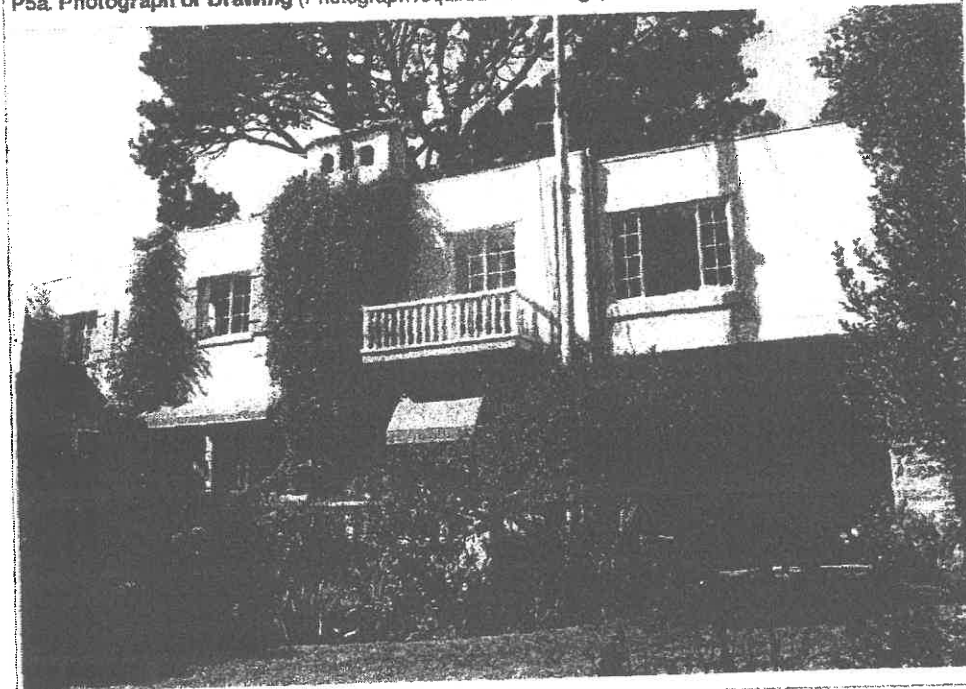
A two-story, wood framed Spanish Eclectic style residence, ell shaped in plan, resting on a concrete foundation. The exterior wall cladding is a textured cement stucco. The principal roof is flat, covered in tar and gravel. On the north side elevation, facing the inside of the ell, is a slightly lower shed roof, covered in Mission tile, capping a Monterey style cantilevered balcony, w/ square wood posts and a simple balustered rail. This roof form extends over a closed tower at the inside corner of the ell, enclosing an interior staircase. An open exterior staircase, clad in stucco, runs along the east side of the short leg of the ell, forming a dramatic arch. It covers a round-arched entry w/glazed wood doors into the west wing of the building. There are two visible chimneys, both interior type. The one on the south elevation is centered on the building envelope and appears as a three-arched, tile-roofed decorative cap. The second is found west of the inside corner of the ell and is seen as an arched stucco cap. The south elevation is characterized by a partial-width raised, open terrace w/ low balustered rail. It is centered on the building envelope, and reached by French windows. To its west, a one-story, shed roofed bay, capped w/Mission tile projects from the building envelope, and to the east, a second-floor bedroom addition from the early 1930s, covers a port cochre, w/massive Carmel stone piers. There is a small, open second-floor balcony, toward the middle of the elevation, w/a simple wood rail and balusters.

b. Resource Attributes: (List attributes and codes) HP2 - Single Family Property

HP30 - Trees/vegetation

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

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

P5b. Description of Photo: (View, date, accession #)
Looking NW at the south facing elevation, 9/1/01,
#9183-27A

P6. Date Constructed/Age and Sources

☐ Prehistoric ☒ Historic ☐ Both

1923 ?/1928 Carmel Survey 1989-1996

P7. Owner and Address

Ms. Janine Franklin
P.O. Box 634
Carmel, CA 93921

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

Kent L. Seavey
Preservation Consultant
310 Lighthouse Ave.
Pacific Grove, CA 93950

P9. Date Recorded: 5/13/2002

P10. Survey Type: (Describe)

Carmel Historic resource inventory - 2001

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

Carmel-by-the-Sea Survey 1989-1996

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: (List)

BUILDING, STRUCTURE, AND OBJECT RECORD

Primary # _____

HRI # _____

Page **1** of 3

NRHP Status Code

551

Resource Name or #: (Assigned by recorder) *Las Abuelas*

B1. Historic Name: *Gertrude S. Eells Hse.*

B2. Common Name:

B3. Original Use: *residence*

B4. Present Use: *residence*

B5. Architectural Style: *Spanish Eclectic*

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

Constructed 1923 ?; new construction or expansion 1928 (Carmel Survey 1989-1996); second floor bedroom added to east 1931-33 (Cbp#2382, 2587); bay window added at SW cr. 1938 (Cbp#406) foundation work n/d (Cbp#1979); interior remodel 1958 (Cbp#3191)

B7. Moved? ☒ No ☐ Yes ☐ Unknown Date:

Original Location:

B8. Related Features: *carport was added about 1958, and a tool shed along the east side of the property line was enclosed.*

B9a. Architect: *designer/M.J. Murphy*

b. Builder: *M.J. Murphy (1928)*

B10. Significance: Theme: *Architectural Development*

Area: *Carmel by-the-Sea*

Period of Significance: *1903-1940* Property Type: *single family residence*

Applicable Criteria: *CR3*

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

Las Abuelas is significant under California Register criteria 3, in the area of architecture as one of the most interesting examples of the Spanish Eclectic style in Carmel. It is also significant for the presence of the specimen Wolf Pine. Las Abuelas (the grandparents), south facing elevation has the character of a flat-roofed Mediterranean villa, while the courtyard along the north elevation is in the Monterey colonial style. As originally constructed in the early 1920s, there was another full lot on the parcel to the north. This afforded the opportunity to take advantage of a site that allowed spectacular views south toward Pt. Lobos and Carmel Valley, and at the same time enjoyed a second exterior space, protected from the elements. The mass of the south elevation reflects light and heat onto the terrace and into the open garden. French windows along the first floor of the north elevation, and the cantilevered balcony with its dramatic arched exterior staircase, allows indoor/outdoor living on two levels in almost any weather. Minor changes over time have not significantly altered the original intent of the design.

The property containing Las Abuelas was originally owned by Prof. George Boke, Dean of the Law School at U.C. Berkeley. Purchased in 1907, it consisted of 8 lots of record. Prof. Boke, who was active in the Forest Theater, sold 3 lots to Charles & Gertrude Eells, who, according to city records, may have incorporated an existing building into their new home, designed by M.J. Murphy in 1928. Murphy was the first major builder in Carmel, and produced more than 350 residential and commercial designs between 1902 and 1940. He more than anyone else established the early residential design character of the village. According to the current owner there is documentation available that establishes the two hundred year old Wolf Pine on site as the oldest of its species yet found in the United States. Las Abuelas clearly reflect the findings of, and is consistent with the 1997 Carmel Historic Context Statement under the theme of architectural development, and as a site with a significant natural feature.

B11. Additional Resource Attributes: (List attributes and codes) *HP2 - Single Family Property*

HP30 - Trees/vegetation

B12. References:

Carmel bldg. records, Carmel Planning dept., City Hall, Carmel

Carmel Historic Context Statement 1997

Carmel by-the-Sea Survey 1989-1997

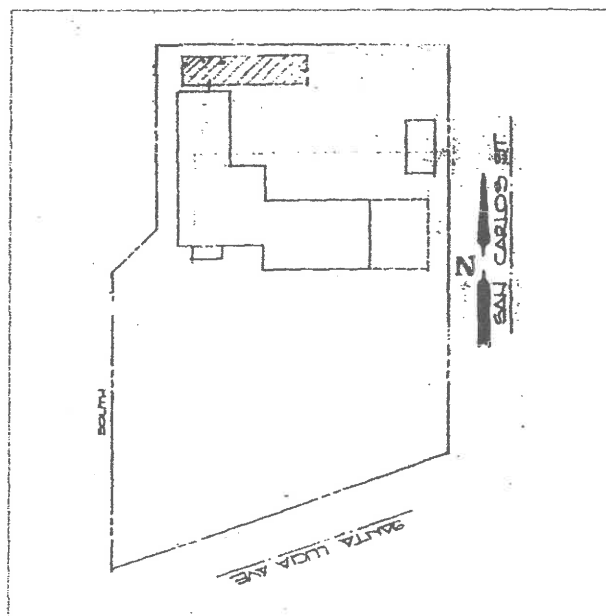
Sanborn fire insurance map of Carmel 1930-62

B13. Remarks: *Zoning R-1
CHCS(AD)*

B14. Evaluator: *Kent Seavey*

Date of Evaluation: *5/13/2002*

(This space reserved for official comments.)



CONTINUATION SHEET

Primary #

HRI #

Trinomial

Page 3 of 3

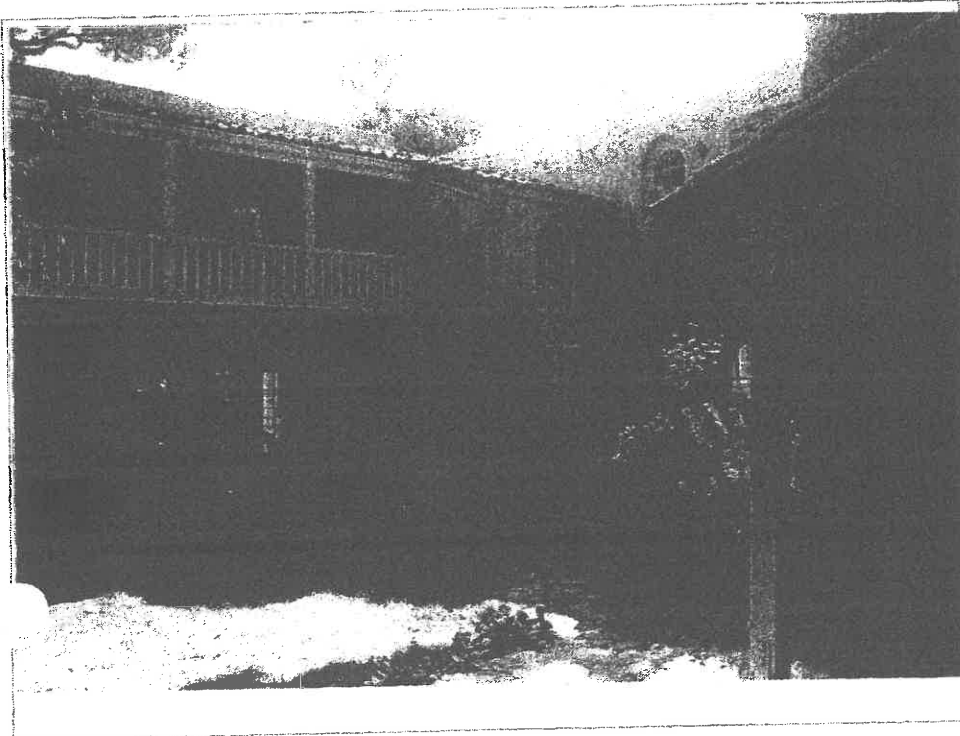
Resource Name or #: (Assigned by recorder) Las Abuelas

Date 5/13/2002

☒ Continuation ☐ Update

Recorded by: Kent L. Seavey

P3. Fenestration is irregular w/a combination of rectangular and round- arched fixed and casement type multi-paned wood windows. There are a number of wooden French doors along all sides of the ground floor as well. The residence sits well back from the NW corner of Santa Lucia and San Carlos, behind a thick screen of mature trees and shrubbery w/a large lawn and low plantings. The entry courtyard on the north side has perimeter planting beds w/shr, bbery and flowers. There is a recent wood framed carport, stucco-clad w/a Mission tile roof at the north end of the west wing, projecting east into the driveway. On its south side is a two hundred year old Wolf Pine, that has been recorded as the oldest living example of its type in the United States. The San Carlos side of the property is skreened by mature vegetation, but also has a stucco fence.



Description of Photo: (View, date, accession #)
Looking SW at the interior courtyard.
9/1/01, #9183-26A

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

1. "A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment."
2. "The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided."
3. "Each property shall 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 architectural elements from other buildings, shall not be undertaken."
4. "Most properties change over time; changes that have acquired historic significance in their own right shall be retained and preserved."
5. "Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved."
6. "Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, and pictorial evidence."
7. "Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible."
8. "Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken."
9. "New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment."
10. "New additions and adjacent or related new construction shall 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."

RECORDING REQUESTED BY:

CITY CLERK
CITY OF CARMEL-BY-THE-SEA

WHEN RECORDED MAIL TO:

NAME: CITY CLERK
CITY OF CARMEL-BY-THE-SEA

ADDRESS: CITY HALL
PO DRAWER G
CARMEL, CA 93921

**CITY OF CARMEL-BY-THE-SEA
MILLS ACT AGREEMENT
HISTORIC PROPERTY PRESERVATION CONTRACT**

THIS AGREEMENT is made and entered into this __ day of December, 2016 by and between the CITY OF CARMEL-BY-THE-SEA a municipal corporation (hereinafter referred to as “City”), and Brad Slingerlend and Anna Speers (hereinafter referred to as “Owner”).

RECITALS

- (i) California Government Code Section 50280, et seq. (known as the Mills Act) authorizes cities to enter into contracts with the owners of qualified historic properties to provide for their appropriate use, maintenance and restoration such that these historic properties retain their historic characteristics;
- (ii) The Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, located at the northeast corner of Dolores Street and 12th Avenue (APN: 010-165-015), Carmel, California, (hereinafter referred to as the “Historic Property”). A legal description of the Historic Property is attached hereto, marked as Exhibit “A” and is incorporated herein by this reference;
- (iii) The property is identified as an historic resource on the City of Carmel’s Register of Historic Resources;
- (iv) City and Owner, for their mutual benefit, now desire to enter into this Agreement both to protect and preserve the characteristics of historical significance of the Historic Property, and to qualify the Historic Property for an assessment of valuation pursuant to the provisions of Article 1.9 (commencing with section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, City and Owner, in consideration of the mutual covenants and conditions contained herein, do hereby agree as follows:

- 1. **EFFECTIVE DATE AND TERM.** This Agreement shall be effective and commence on 1 January 2017, unless otherwise indicated by Monterey County, and shall remain in effect for a term of ten (10) years thereafter.
- 2. **AUTOMATIC RENEWAL.** Each year, upon the anniversary of the effective date of this Agreement (hereinafter referred to as “annual renewal date”), one (1) year shall be added automatically to the term of this Agreement, unless timely notice of nonrenewal is given

as provided in paragraph 3 of this Agreement. The total length of the contract shall not exceed twenty (20) years.

3. **NOTICE OF NONRENEWAL.** If City or Owner desires in any year not to renew this Agreement, that party shall serve written notice of nonrenewal in advance of the annual renewal date of this Agreement as follows: Owner must serve written notice of nonrenewal at least ninety (90) days prior to the annual renewal date; City must serve written notice of the nonrenewal at least sixty (60) days prior to the annual renewal date. Upon receipt by Owner of a notice of nonrenewal from the City, Owner may make a written protest. At any time prior to the annual renewal date, City may withdraw its notice of nonrenewal.
4. **EFFECT OF NOTICE OF NONRENEWAL.** If either City or Owner serves timely notice of nonrenewal in any year, and this contract is not renewed, this Agreement shall remain in effect only for the remaining nine (9) years from the last annual renewal date.
5. **VALUATION OF PROPERTY.** During the term of this Agreement, Owner is entitled to seek assessment of valuation of the Historic Property pursuant to the provisions of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.
6. **PRESERVATION OF PROPERTY.** Owner shall preserve and maintain the characteristics of historical significance of the Historic Property. Attached hereto marked as Exhibit "B", and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Historic Property, which shall apply to such property throughout the term of this Agreement. The Owner agrees to complete rehabilitation and/or maintenance activities of the structure and comply with such conditions as specified in Exhibit "B" including the conditions outlined by the City's Historic Preservation Consultant. Requests for substantial revisions to the maintenance and rehabilitation plan shall be reviewed by the Historic Resources Board prior to implementation. In addition, Owner shall comply with the terms of the City's Historic Preservation Ordinance (CMC 17.32). Owners shall not be permitted to further impede the view corridor with any new structure, such as walls, fences, or shrubbery, so as to prevent the viewing of the Historic Property from the public right-of-way.
7. **RESTORATION OF PROPERTY.** 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 State Department of Parks and Recreation, U. S. Secretary of the Interior's Standards for Rehabilitation, State Historical Building Code, and the City of Carmel-by-the-Sea, all as amended. This scope of work could exceed that defined in the Owner's work program included as Attachment B.
8. **INSPECTIONS.** Owner shall allow periodic examinations, with reasonable notice thereof, of the interior and exterior of the Historic Property by representatives of the County Assessor, the State Department of Parks and Recreation, the State Board of Equalization, the City and other agencies as may be necessary to determine Owner's compliance with the terms and provisions of this Agreement.
9. **PROVISION OF INFORMATION.** Owner shall furnish the City with any and all information requested by City, which City deems necessary or advisable to determine compliance with the terms and provisions of this Agreement.
10. **ANNUAL REPORT.** Owner shall submit an annual report at least 90 days prior to each annual renewal date to the Department of Planning and Building specifying all work that has been done to maintain and preserve the historic resource over the preceding year in compliance with the approved maintenance plan.

11. **CANCELLATION.** The City has the right to cancel the contract if the historic resource is damaged or destroyed by unauthorized additions, alterations or remodeling. The City also has the right to cancel this contract if the owners(s) have repeatedly failed to comply with the provisions of paragraph's # 6, 7, 8 or 10 of this Agreement after the City has provided reasonable notice of any failure to comply with the agreement. Cancellation of a contract by the City consistent with the provisions of this paragraph requires a public hearing and, if cancelled, results in the immediate termination of the contract and a penalty equal to 12.5 percent of the assessed market value of the property. City's right to cancel this Agreement pursuant to this paragraph shall in no way limit or restrict its rights or legal remedies arising from City's Historic Preservation Ordinance and Municipal Code.
12. **ENFORCEMENT OF AGREEMENT.** In lieu of and/or in addition to any provisions to cancel this Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement.
13. **WAIVER.** City does not waive any claim or default by Owner if City does not enforce or cancel this Agreement. All remedies at law or in equity, which are not otherwise provided for 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 of any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.
14. **BINDING EFFECT OF AGREEMENT.** Owner hereby subjects the Historic Property to the covenants, reservations and restrictions set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations, and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon Owner's successors and assigns in title or interest to the Historic Property. A successor in interest shall have the same rights and obligations under this Agreement as the original owner who executed the Agreement.

Each and every contract, deed or other instrument hereinafter executed, governing or conveying the Historic Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that it restricts development of the Historic Property. City and Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the cultural and historic characteristics and significance of the Historic Property for the benefit of the public and Owner.

15. **NOTICE.** Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below, by personal delivery or United States mail, postage prepaid, addressed as follows:

City: Carmel-by-the-Sea
Community Development Department
PO Drawer G
Carmel, CA 93921

Owner: Brad Slingerlend and Anna Speers
PO Box 3787
Carmel, CA 93921

16. Recordation. No later than twenty (20) days after the parties execute and enter into this Agreement, the City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Monterey.
17. The Owner or agent of Owner shall provide written notice of this Agreement to the State Office of Historic Preservation within six (6) months of the date of this Agreement.
18. GOVERNING LAW; VENUE. This Agreement shall be constructed and governed in accordance with the laws of the State of California. Should either party to this agreement bring legal action against the other, the case shall be handled in Monterey County, California and the party prevailing in such action shall be entitled to a reasonable attorney fee which shall be fixed by the judge hearing the case and such fee shall be included in the judgment together with all costs.
19. Amendments. This agreement may be amended in whole or in part, only by a written-recorded instrument executed by the parties hereto.
20. DESTRUCTION OF PROPERTY; EMINENT DOMAIN; CANCELLATION. If the Historic Property is destroyed by earthquake, fire, flood, or other natural disaster such that in the opinion of the City Building Official more than sixty percent (60%) of the original fabric of the structure must be preplaced, this Agreement shall be cancelled because the historic value of the structure will have been destroyed. If the Historic Property is acquired in whole or in part by eminent domain or other acquisition by any entity authorized to exercise the power of eminent domain, and the acquisition is determined by the City Council to frustrate the purpose of this Agreement, this Agreement shall be cancelled. No cancellation fee pursuant to Government Code Section 50286 shall be imposed if the Agreement is cancelled pursuant to this paragraph.
21. INDEMNIFICATION. Owner shall defend, indemnify, and hold harmless City and its elected officials, officers, agents and employees from any actual or alleged claims, demands, causes of action, liability, loss, damage, or injury to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state or local government agency, arising out of or incident to the direct or indirect use, operation, or maintenance of the Historic Property by Owner or any contractor, subcontractor, employee, agent, lessee, licensee, invitee, or any other person; (ii) Owner's activities in connection with the Historic Property; and (iii) any restriction on the use of development of the Historic Property, from application or enforcement of the City's Municipal Code, or from the enforcement of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of the City, its elected officials, employees, and/or agents for all legal expenses and costs incurred by each of them. Owner's obligation to indemnify shall survive the termination, cancellation, or expiration of this Agreement and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, employees, or agents.
22. SEVERABILITY. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

IN WITNESS THEREOF, the City and Owners have executed this Agreement on the day and year written above.

CITY OF CARMEL-BY-THE-SEA:

By: _____

Date: _____

Name: Chip Rerig

Title: City Administrator

PROPERTY OWNERS:

By: _____

Date: _____

Name: Brad Slingerlend

By: _____

Date: _____

Name: Anna Speers

Return to:
Carmel City Hall
Post Office Drawer G
Carmel, CA 93921
Attention: Matthew Sundt, Contract Planner

RESOLUTION

QUALIFYING AN HISTORIC RESOURCE FOR LISTING ON CARMEL REGISTER

The subject property is designated a Historical Resource per Resolution recorded with the Monterey County Recorder on January 4, 2007 (Document 2007001273). This Resolution qualifies the subject resource to be placed on the Carmel Register which will allow the property owner to take advantage of a preservation incentive program to include the Mills Act Historical Property Contracts.

This Resolution is being recorded pursuant to section 5029(b) of the California Public Resources Code that requires the City to record all historic resource determinations. This action also is taken in furtherance of the Local Coastal Program certified by the California Coastal Commission and implemented by the City of Carmel-by-the-Sea Ordinances No. 2004-01 and 2004-02.

As stated in the Carmel Municipal Code Section 17.32.040.C, the resource (in this case a residence) should be a minimum of 50 years of age and shall meet at least one of the four criteria for listing in the California Register at a national or Statewide level of significance (primary resource) or at a regional or local level of significance (local resource) per CEQA Guidelines Section 15064.5(a) (3): (1) Is associated with events that have made a significant contribution to the broad patterns of local or regional history or the cultural heritage of California or the United States; (2) Is associated with the lives of persons important to local, California or national history; (3) Embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master, an important creative individual, or possesses high artistic values; or (4) Has yielded, or has the potential to yield, information important to the prehistory or history of the local area, California or the nation. This resource is over 50 years of age and meets criteria #3.

Assessor's Parcel Number: 010-165-015

Block: 143 Lot(s): 31, 33 and 35

Current Owner: Brad Slingerlend and Anna Speers

Street Location: Northwest Corner of Santa Lucia Avenue and San Carlos Sreet

It is the purpose of this Resolution to alert the owner, the successors and assigns to the existence of an historic resource on the property. This historic resource is protected under laws of the State of California and of the City of Carmel-by-the-Sea including the California Coastal Act, the California Public Resources Code, the Carmel-by-the-Sea Municipal Code and the Local Coastal Program.

Attachment A – Property Legal Description (2 pages) Attachment B – DPR Form523 (3 pages)

Certified by:

Matthew Sundt,
Contract Planner, Carmel-by-the-Sea

T:\Applications\MA Mills Act\MA 16-264 (Slingerlend-Speers)

On June 27, 2016, the property owner submitted an application for a Mills Act contract. The Mills Act was enacted by the State of California in 1972 as a way of encouraging partnerships between local governments and property owners of historic resources. Carmel is a voluntary participant in the Mills Act program.

The Mills Act contract is for a period of 10 years and includes renewal provisions. The property owner agrees to specific rehabilitation/restoration efforts that occur over the life of the contract. In turn, the property owner receives a reduced property tax assessment. The assessment is performed by the Monterey County Assessor's Office. The City benefits by having historic resources rehabilitated and maintained, while the property owner benefits by having a reduced tax burden.

The City's Historic Preservation Ordinance (CMC 17.32.100) offers Mills Act contracts as a potential benefit to property owners of historic resources that are listed on the City's Historic Register. The HRB is advisory to the City Council on Mills Act contracts. Staff notes that this is one of four Mills Act applications received by the City since the beginning of 2016 – all received since May 20; it is City policy to only allow three contracts each year.

Staff analysis:

Municipal Code Section 17.32.100.B.6 establishes specific findings that must be made by the Historic Resources Board and City Council in order for the property to qualify for a Mills Act contract. The following is a list of the required findings and a staff analysis on how the proposal complies with the requirements.

Finding #1: *The building is designated as an historic resource by the City.*

Analysis: Municipal Code Section 17.32.090 states that “resources, identified as significant at a local or regional level in the Inventory, shall be eligible for listing in the Register only at the request of the property owner.” By Resolution, the residence was designated an historic resource on May 25, 2005, and placed on the City's Inventory of Historic Resources. It is not on the City's Historic Register. The Resolution Designating a Historic Resource was recorded with the County Record on January 4, 2007 (Document # 2007001272). However, the residence is not currently on the City's Historic Register. Getting on the Carmel Register is a precondition to approving a Mills Act Contract. Therefore, this Mills Act application includes a Resolution qualifying the residence as a Primary Resource and eligible to be on the Carmel Register. This

Resolution must be recorded with the County so as to enable the Mills Act Contract to take affect.

As stated in the Carmel Municipal Code Section 17.32.040.C, the resource (in this case a residence) should be a minimum of 50 years of age and shall meet at least one of the four criteria for listing in the California Register at a national or Statewide level of significance (primary resource) or at a regional or local level of significance (local resource) per CEQA Guidelines Section 15064.5(a) (3):

1. Is associated with events that have made a significant contribution to the broad patterns of local or regional history or the cultural heritage of California or the United States;
2. Is associated with the lives of persons important to local, California or national history;
3. Embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master, an important creative individual, or possesses high artistic values; or
4. Has yielded, or has the potential to yield, information important to the prehistory or history of the local area, California or the nation

The City's Municipal Code does not provide a clear distinction between the Historic Inventory and Historic Register, but does indicate that the Register is a higher level of historic designation. Municipal Code Section 17.32.090 states that *"resources, identified as significant at a State or National level in the Inventory, shall be automatically listed in the Register."* The DPR 523 Form prepared for the Holtkamp residence indicates that it is significant under criteria 2 and 3, in the area of an important person to local history and architecture, respectively, thereby qualifying this residence for the Carmel Register.

Finding #2: *The proposed rehabilitation and maintenance plan is appropriate in scope and sufficient in detail to guide rehabilitation and long-term maintenance. Required maintenance and rehabilitation should be more significant than just routine maintenance that would be expected for any property.*

Analysis: Municipal Code Section 17.32.010 requires that the applicant submit a rehabilitation/restoration and maintenance plan for the historic resource prepared or reviewed by a qualified professional together with a cost estimate of the work to be done. The applicant

has submitted the required plan, which is included as Attachment B. The plan was reviewed by Historic Preservation Consultant, Kent Seavey, who generally supports the maintenance plan and has concluded that it meets the intent of the Mills Act Program requirements, but recommends the following amendments to the maintenance program/Schedule of Work:

1. "Repair" (not replace) windows;
2. "Repair" (not replace) exterior doors unless door is not of the correct period;
3. "Repair" (not replace) front porch with "in-kind" materials

The issuance of a Mills Act contract states that the work done *"should be more significant than just routine maintenance that would be expected for any property."* The proposed work is a mix of significant and routine maintenance, which is typical of many Mills Act projects as indicated in the attached work program (Exhibit B). The significant work includes altering existing drainage to direct water away from the house, upgrading the electrical and plumbing systems, repairing the chimney, replacing the existing composition roof with wood shake, seismic retrofitting the foundation, and repairing interior/exterior plaster.

Finding #3: *Alterations to the historic resource have been in the past, and will continue to be in the future, limited to interior work and to exterior rehabilitation and alterations that:*

- (A) *Comply with the Secretary's Standards (future additions only), and*
- (B) *Do not significantly alter, damage or diminish any primary elevation or character-defining feature, and*
- (C) *Do not increase floor area on the property by more than 15 percent beyond the amount established in the documented original or historic design of the resource, and*
- (D) *Do not result in any second-story addition to a single-story historic resource*
- (E) *Meet all zoning standards applicable to the location of the property.*

Analysis: The residence has maintained its original size and footprint with no significant alterations. Staff notes that any future alterations would be required to be consistent with the Secretary's Standards and consistent with the above noted requirements. No changes are proposed at this time.

Finding #4: *The Mills Act contract will aid in offsetting the costs of rehabilitating and/or maintaining the historic resource and/or will offset potential losses of income that might otherwise be achieved on the property.*

Analysis: The approval of this contract will assist in offsetting future costs of maintenance and will offset potential losses of income that might otherwise be achieved on the site had the residence not been identified as an historic resource.

Finding #5: *Approval of the Mills Act contract will represent an equitable balance of public and private interests and will not result in substantial adverse financial impact on the City.*

Analysis: Approval of the Mills Act Contract will be consistent with Goal 1-5 and Objective 1-16 of the Land Use Element of the General Plan which encourages providing incentives for property owners to preserve and rehabilitate historic resources. Although the adoption of all Mills Act Contracts will decrease the property taxes available to the City, this financial impact is minimal because: 1) only a limited number of properties can meet the requirements for a contract, 2) only a portion of the property tax from any single property will be lost, 3) only three new Mills Act contracts are allowed per year, and 4) the lost revenue to the City is offset by the value of preserving an important historic resource. This contract represents an equitable balance of public and private interests.

ATTACHMENTS:

- Attachment A – Legal Property Description
- Attachment B – Restoration/Maintenance Plan (10 years)
- Attachment C – Photographs of Property
- Attachment D – DPR 523 Form
- Attachment E – Secretary of the Interior Standards
- Attachment F – Draft Mills Act Contract
- Attachment G – Resolution for Carmel Register

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CARMEL-BY-THE-SEA, COUNTY OF MONTEREY, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Lot 1, in block 137 as shown on that certain "Map of Addition Number Two to Carmel-by-the-Sea", filed April 5, 1906 in Map Book 1, Maps of "Cities and Towns", at Page 44 1/2, in the Office of the County Recorder of Monterey County, California.

APN: 010-164-001

EXHIBIT B

SW Corner San Carlos & 12th (Block 37, Lot 1)
Rehabilitation and Maintenance Plan

| SCHEDULED WORK | | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 |
|---|--|----------|------|------|------|------|------|------|------|------|------|
| 1. Exterior Dry Rot | | \$17,000 | | | | | | | | | |
| a. Windows. Repair/replace wood and broken/glass | | | | | | | | | | | |
| b. Doors. Repair/replace wood. | | | | | | | | | | | |
| c. Trim. Repair/replace trim | | | | | | | | | | | |
| d. Stairs. Remove stairs and door. Fill in door with wall | | | | | | | | | | | |
| 2. Garage Door | | \$1,000 | | | | | | | | | |
| a. Replace/restore deteriorated wood | | | | | | | | | | | |
| b. Repair or replace vintage hardware | | | | | | | | | | | |
| 3. Driveway | | \$8,000 | | | | | | | | | |
| a. Flatwork. Replace concrete with new surface | | | | | | | | | | | |
| b. Add strip drains. Repair Sump and Sump drain | | | | | | | | | | | |
| 4. Drainage | | \$3,000 | | | | | | | | | |
| a. Repair/correct transition from street to driveway | | | | | | | | | | | |
| b. Lot Drainage. Re-grade site to flow water away from foundation. Add site drains as appropriate | | | | | | | | | | | |
| c. Extend downspouts to drain water away from foundation | | | | | | | | | | | |
| 5. Exterior Siding and Structure | | \$2,000 | | | | | | | | | |
| a. Repair/correct rear porch support structure and siding | | | | | | | | | | | |
| b. Fix gap between gutter and house | | | | | | | | | | | |
| 6. Trees | | \$1,500 | | | | | | | | | |
| a. Remove Oak Tree | | | | | | | | | | | |
| b. Remove Stump | | | | | | | | | | | |
| c. Remove Root Tripping hazard | | | | | | | | | | | |
| d. Remove tree next to house | | | | | | | | | | | |
| e. Remove tree next to kitchen | | | | | | | | | | | |

EXHIBIT C

EXTERIOR PHOTOS SW CORNER SAN CARLOS & 12TH







7. Electrical

a. Upgrade to 100 Amp service.

b. Replace existing circuit breaker panels, fuse boxes, wiring, outlets and switches with code compliant devices.



c. Replace exterior and interior light fixtures with period appropriate fixtures.



8. Plumbing

a. Replace cast iron waste infrastructure with new code compliant waste infrastructure.



b. Replace interior pipes with code compliant pipes.

c. Replace fixtures with period appropriate fixtures.

d. Replace water heater with tankless unit.



10. Floors

a. Refinish/repair/expose existing hardwood floors.

Refinish floors and pull up carpet in bedrooms and hallway and refinish/repair hardwood floor underneath.



a. Replace kitchen floor with period appropriate floor.

c. Replace bathroom floor with period appropriate floor.

11. Stairway

a. Replace interior stairway with code compliant stairway.



12. Fireplace

a. Refinish to expose original Carmel stone if possible.



b. Fix chimney flue to eliminate fire hazard.

c. Add gas fireplace insert.

13. Roof

a. Replace composition roof with shake roof.



b. Roof inspection.

14. Landscaping

a. Redo flatwork. Replace with new walks/pavers.



b. Tear out existing sprinkler system and replace with water efficient drip system.

c. Add drought resistant plants.

d. Replace deteriorated fencing



Attachment D

State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

PRIMARY RECORD

Primary # _____

HRI # _____

Trinomial _____

NRHP Status Code _____

5S1

Other Listings _____

Review Code _____

Reviewer _____

Date _____

Page 1 of 3

Resource Name or #: (Assigned by recorder) *Ross E. Bonham Hse.*

P1. Other Identifier: _____

P2. Location: ☐ Not for Publication ☒ Unrestricteda. County *Monterey*

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: _____

City *Carmel by-the-Sea*Zip *93921*

d. UTM: (Give more than one for large and/linear resources) _____

mE/ _____

mN _____

e. Other Locational Data (Enter Parcel #, legal description, directions to resource, elevation, etc., as appropriate)

*SW Cr. San Carlos & 12th (Blk 137, Lot 1)*Parcel No. *010-164-001*

P3. Description (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

A one-and-one-half-story, wood-framed Tudor Revival style residence, irregular in plan, resting on a concrete foundation w/full basement. The exterior wall cladding is a textured cement stucco w/false half-timbering the gable-and-hip roof is covered in a composition shingle. The roof-plane on the north side of the projecting front gable flares over an enclosed entry, w/stuccoed segmented arches on two elevations. The entry rests on a set of raised concrete steps, and there are two wooden entry doors, one on the projecting bay side, and one on the east facing facade. There are two stucco-clad chimneys w/brick caps. An exterior end gable type is found centered on the a bay at the NE cr. of the building. it is visually framed in some imaginative false half-timbering. An interior chimney projects from high in the roof-plane of the main building block on the north side-elevation, near the hipped portion of the roof at its rear (west). There are several small, shed-roofed dormers high in the roof-planes of the east (front) and south side-elevation. these have either small, single or banded multi-paned wood casement type windows. There is a tall, narrow window in the gable apex of the east facing bay. Fenestration is otherwise irregular, w/a combination of single, paired and banded multi-paned wood casement type windows, in a variety of sizes. There is a modern wood deck at the SW cr. of the residence, added in a 1973 minor remodel. A full garage is found below grade at the NW cr. of the building.

b. Resource Attributes: (List attributes and codes) *HP2 - Single Family Property*P4. Resources Present ☒ Building ☐ Structure ☐ Object ☐ Site ☐ District ☐ Element of District ☐ Other (Isolates, etc.)

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



P5b. Description of Photo: (View, date, accession #)

Looking NW at east facing facade, 10/9/01, #9183-23A

P6. Date Constructed/Age and Sources

☐ Prehistoric ☒ Historic ☐ Both*1926 Carmel bldg. records*

P7. Owner and Address

*Andree & Marie Stevens
150 East Road, Apt 11B
Delray Beach, FL 33483*

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

*Kent L. Seavey
Preservation Consultant
310 Lighthouse Ave.
Pacific Grove, CA 93950*
P9. Date Recorded: *10/5/2002*

P10. Survey Type: (Describe)

Carmel Historic Resource inventory - 2001

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

Carmel by-the-Sea Survey 1989-1996

Attachments

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

BUILDING, STRUCTURE, AND OBJECT RECORD

Page 2 of 3

NRHP Status Code

551

Resource Name or #: (Assigned by recorder) *Ross E. Bonham Hse.*

B1. Historic Name:

B2. Common Name:

B3. Original Use: *residence*

B4. Present Use: *residence*

B5. Architectural Style: *Tudor Revival*

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

Constructed 1926 (Cbp# 1114); second floor bathroom add., & wood deck to the rear 1973 (Cbp# 73-28)

B7. Moved? ☒ No ☐ Yes ☐ Unknown Date:

Original Location:

B8. Related Features:

B9a. Architect: *designer/George Mark Whitcomb*

b. Builder: *George Mark Whitcomb*

B10. Significance: Theme: *Arch. Devel / Govt., Civic, Soc. Instit.*

Area: *Carmel by-the-Sea*

Period of Significance: *1903-1940*

Property Type: *single family residence*

Applicable Criteria: *CR2,3*

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

The Ross E. Bonham Hse. is significant under California Register Criteria 2, for the contributions Ross Bonham made to the community as citizen and mayor. It is also significant under criteria 3, in the area of architecture as a basically unaltered example of Tudor Revival design by noted Carmel contractor George Mark Whitcomb.

Ross E. Bonham was president of Bonham's hardware on Ocean Ave., and one of the founding members of the Carmel Masonic Lodge in 1924. He was elected mayor in 1928, serving until 1932. During his tenure in office the City voted to sell the old bathhouse on Carmel Beach. Perhaps the most important legislation of his term in office was the passage of Zoning Ordinance No. 96, which reduced the existing zoning in Carmel from four categories to two, residential and commercial. Other actions of his city council saw homes limited to one kitchen per single family dwelling, the city's right to limit the number of "paying guests" in guest houses or rental homes, and defining building height and lot coverage, issues still vexing Carmel city government today.

Bonham's Tudor residence by George Mark Whitcomb is an excellent example of the popular period style. It has the steep-pitched side gable roof, dominated by one prominent gable w/flared eave lines. Decorative half-timbering present. Tall, narrow windows are found individually or in multiple groupings, and the large, stucco-clad chimneys are capped w/decorative brick trim. Of interest is the existence of a full concrete basement w/garage, an unusual feature in Carmel for the time. Bonham insisted on it, although contractor Whitcomb tried to dissuade him because of the awkward slope on which the below grade garage was to be sited. While the owner had his way, the record suggests that no car was ever parked in the almost inaccessible bay. Except for a minor remodel to the rear of the building, in 1973, the Bonham Hse. appears much as it did at its time of construction in 1926, and would be easily recognized today by anyone who knew it then.

B11. Additional Resource Attributes: (List attributes and codes) *HP2 - Single Family Property*

B12. References:

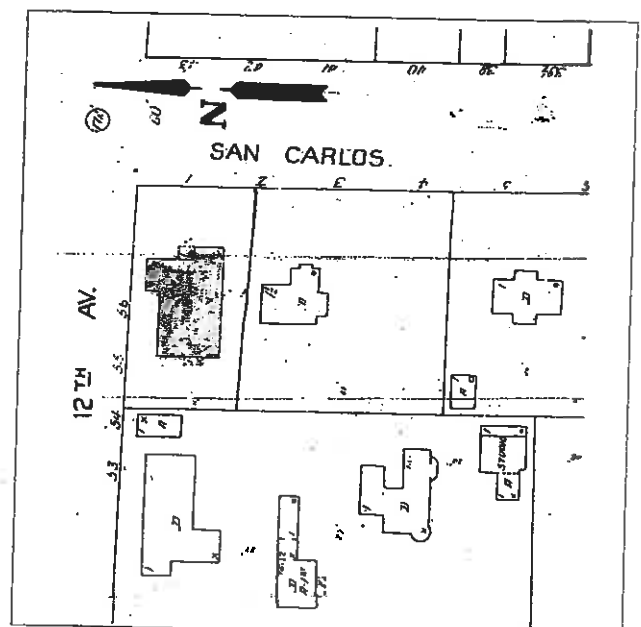
*Carmel bldg. records, Carmel Planning Dept.; City Hall, Carmel
Carmel Historic Context Statement 1997Hale, Sharron, A Tribute to
Yesterday, Valley Publishers: Santa Cruz, 1980
Metz, David, Interview w/George M. Whitcomb, 1978
Sanborn fire insurance maps for Carmel, 1930, 1930-62*

B13. Remarks: *Zoning R-1
CHCS (AD/GCSI)*

B14. Evaluator: *Kent L. Seavey*

Date of Evaluation: *10/5/2002*

(This space reserved for official comments.)



Primary # _____

HRI # _____

Trinomial _____

CONTINUATION SHEET

Page 3 of 3

Resource Name or #: (Assigned by recorder) *Ross E. Bonham Hse.*

Recorded by: *Kent L. Seavey*

Date *10/5/2002*

☒ Continuation ☐ Update

P3. The house sits on a corner lot, surrounded by a variety of mature trees, including several redwoods along San Carlos, w/pines, oaks and an Italian cypress on the 12th Ave. side. There is a low stucco wall around the perimeter w/pointed bollards, and the informal landscaping includes low shrubbery and flower beds around a grassed lawn.

B10. Whitcomb was a native of Minnesota, who had come to Carmel in 1919, after Navy service in WWI as a carpenters mate. Much of his work was residential, however, he was involved in the construction of the kindergarten at Sunset School. He worked independantly and with a partner, Miles Bain, who was his job estimator in the late 1920s. Whitcomb was a popular builder because of the high quality of his craftsmanship, and willingness to address the needs of his clients. He designed and built a number of small cottages around Mtn. View and 8th Ave. that exhibit his familiarity with the "Storybook" substyle of the Tudor Revival. The Ross Bonham Hse. clearly reflects the findings of, and is consistant with the 1997 Carmel Historic Context Statement under the themes of architectural development, and government, civic & social institutions.

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

1. "A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment."
2. "The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided."
3. "Each property shall 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 architectural elements from other buildings, shall not be undertaken."
4. "Most properties change over time; changes that have acquired historic significance in their own right shall be retained and preserved."
5. "Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved."
6. "Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, and pictorial evidence."
7. "Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible."
8. "Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken."
9. "New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment."
10. "New additions and adjacent or related new construction shall 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."

RECORDING REQUESTED BY:

CITY CLERK
CITY OF CARMEL-BY-THE-SEA

WHEN RECORDED MAIL TO:

NAME: CITY CLERK
CITY OF CARMEL-BY-THE-SEA

ADDRESS: CITY HALL
PO DRAWER G
CARMEL, CA 93921

**CITY OF CARMEL-BY-THE-SEA
MILLS ACT AGREEMENT
HISTORIC PROPERTY PRESERVATION CONTRACT**

THIS AGREEMENT is made and entered into this ___ day of December, 2016 by and between the CITY OF CARMEL-BY-THE-SEA a municipal corporation (hereinafter referred to as “City”), and Sharon B. Holtkamp and Kenneth W. Holtkamp AB Living Trust (hereinafter referred to as “Owners”).

RECITALS

- (i) California Government Code Section 50280, et seq. (known as the Mills Act) authorizes cities to enter into contracts with the owners of qualified historic properties to provide for their appropriate use, maintenance and restoration such that these historic properties retain their historic characteristics;
- (ii) The Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, located at the southwest corner of San Carlos Street and 12th Avenue (APN: 010-164-001), Carmel, California, (hereinafter referred to as the “Historic Property”). A legal description of the Historic Property is attached hereto, marked as Exhibit “A” and is incorporated herein by this reference;
- (iii) The property is identified as an historic resource on the City of Carmel’s Register of Historic Resources;
- (iv) City and Owner, for their mutual benefit, now desire to enter into this Agreement both to protect and preserve the characteristics of historical significance of the Historic Property, and to qualify the Historic Property for an assessment of valuation pursuant to the provisions of Article 1.9 (commencing with section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, City and Owner, in consideration of the mutual covenants and conditions contained herein, do hereby agree as follows:

- 1. **EFFECTIVE DATE AND TERM.** This Agreement shall be effective and commence on 1 January 2017, unless otherwise indicated by Monterey County, and shall remain in effect for a term of ten (10) years thereafter.
- 2. **AUTOMATIC RENEWAL.** Each year, upon the anniversary of the effective date of this Agreement (hereinafter referred to as “annual renewal date”), one (1) year shall be added automatically to the term of this Agreement, unless timely notice of nonrenewal is given

as provided in paragraph 3 of this Agreement. The total length of the contract shall not exceed twenty (20) years.

3. **NOTICE OF NONRENEWAL.** If City or Owner desires in any year not to renew this Agreement, that party shall serve written notice of nonrenewal in advance of the annual renewal date of this Agreement as follows: Owner must serve written notice of nonrenewal at least ninety (90) days prior to the annual renewal date; City must serve written notice of the nonrenewal at least sixty (60) days prior to the annual renewal date. Upon receipt by Owner of a notice of nonrenewal from the City, Owner may make a written protest. At any time prior to the annual renewal date, City may withdraw its notice of nonrenewal.
4. **EFFECT OF NOTICE OF NONRENEWAL.** If either City or Owner serves timely notice of nonrenewal in any year, and this contract is not renewed, this Agreement shall remain in effect only for the remaining nine (9) years from the last annual renewal date.
5. **VALUATION OF PROPERTY.** During the term of this Agreement, Owner is entitled to seek assessment of valuation of the Historic Property pursuant to the provisions of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.
6. **PRESERVATION OF PROPERTY.** Owner shall preserve and maintain the characteristics of historical significance of the Historic Property. Attached hereto marked as Exhibit "B", and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Historic Property, which shall apply to such property throughout the term of this Agreement. The Owner agrees to complete rehabilitation and/or maintenance activities of the structure and comply with such conditions as specified in Exhibit "B" including the conditions outlined by the City's Historic Preservation Consultant. Requests for substantial revisions to the maintenance and rehabilitation plan shall be reviewed by the Historic Resources Board prior to implementation. In addition, Owner shall comply with the terms of the City's Historic Preservation Ordinance (CMC 17.32). Owners shall not be permitted to further impede the view corridor with any new structure, such as walls, fences, or shrubbery, so as to prevent the viewing of the Historic Property from the public right-of-way.
7. **RESTORATION OF PROPERTY.** 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 State Department of Parks and Recreation, U. S. Secretary of the Interior's Standards for Rehabilitation, State Historical Building Code, and the City of Carmel-by-the-Sea, all as amended. This scope of work could exceed that defined in the Owner's work program included as Attachment B.
8. **INSPECTIONS.** Owner shall allow periodic examinations, with reasonable notice thereof, of the interior and exterior of the Historic Property by representatives of the County Assessor, the State Department of Parks and Recreation, the State Board of Equalization, the City and other agencies as may be necessary to determine Owner's compliance with the terms and provisions of this Agreement.
9. **PROVISION OF INFORMATION.** Owner shall furnish the City with any and all information requested by City, which City deems necessary or advisable to determine compliance with the terms and provisions of this Agreement.
10. **ANNUAL REPORT.** Owner shall submit an annual report at least 90 days prior to each annual renewal date to the Department of Planning and Building specifying all work that has been done to maintain and preserve the historic resource over the preceding year in compliance with the approved maintenance plan.

11. **CANCELLATION.** The City has the right to cancel the contract if the historic resource is damaged or destroyed by unauthorized additions, alterations or remodeling. The City also has the right to cancel this contract if the owners(s) have repeatedly failed to comply with the provisions of paragraph's # 6, 7, 8 or 10 of this Agreement after the City has provided reasonable notice of any failure to comply with the agreement. Cancellation of a contract by the City consistent with the provisions of this paragraph requires a public hearing and, if cancelled, results in the immediate termination of the contract and a penalty equal to 12.5 percent of the assessed market value of the property. City's right to cancel this Agreement pursuant to this paragraph shall in no way limit or restrict its rights or legal remedies arising from City's Historic Preservation Ordinance and Municipal Code.
12. **ENFORCEMENT OF AGREEMENT.** In lieu of and/or in addition to any provisions to cancel this Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement.
13. **WAIVER.** City does not waive any claim or default by Owner if City does not enforce or cancel this Agreement. All remedies at law or in equity, which are not otherwise provided for 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 of any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.
14. **BINDING EFFECT OF AGREEMENT.** Owner hereby subjects the Historic Property to the covenants, reservations and restrictions set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations, and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon Owner's successors and assigns in title or interest to the Historic Property. A successor in interest shall have the same rights and obligations under this Agreement as the original owner who executed the Agreement.

Each and every contract, deed or other instrument hereinafter executed, governing or conveying the Historic Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that it restricts development of the Historic Property. City and Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the cultural and historic characteristics and significance of the Historic Property for the benefit of the public and Owner.

15. **NOTICE.** Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below, by personal delivery or United States mail, postage prepaid, addressed as follows:

City: Carmel-by-the-Sea
Community Development Department
PO Drawer G
Carmel, CA 93921

Owner: Ken and Sharon Holtkamp
10824 Sundial Rim Road
Highlands Ranch, Colorado 80126

16. Recordation. No later than twenty (20) days after the parties execute and enter into this Agreement, the City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Monterey.
17. The Owner or agent of Owner shall provide written notice of this Agreement to the State Office of Historic Preservation within six (6) months of the date of this Agreement.
18. GOVERNING LAW; VENUE. This Agreement shall be constructed and governed in accordance with the laws of the State of California. Should either party to this agreement bring legal action against the other, the case shall be handled in Monterey County, California and the party prevailing in such action shall be entitled to a reasonable attorney fee which shall be fixed by the judge hearing the case and such fee shall be included in the judgment together with all costs.
19. Amendments. This agreement may be amended in whole or in part, only by a written-recorded instrument executed by the parties hereto.
20. DESTRUCTION OF PROPERTY; EMINENT DOMAIN; CANCELLATION. If the Historic Property is destroyed by earthquake, fire, flood, or other natural disaster such that in the opinion of the City Building Official more than sixty percent (60%) of the original fabric of the structure must be preplaced, this Agreement shall be cancelled because the historic value of the structure will have been destroyed. If the Historic Property is acquired in whole or in part by eminent domain or other acquisition by any entity authorized to exercise the power of eminent domain, and the acquisition is determined by the City Council to frustrate the purpose of this Agreement, this Agreement shall be cancelled. No cancellation fee pursuant to Government Code Section 50286 shall be imposed if the Agreement is cancelled pursuant to this paragraph.
21. INDEMNIFICATION. Owner shall defend, indemnify, and hold harmless City and its elected officials, officers, agents and employees from any actual or alleged claims, demands, causes of action, liability, loss, damage, or injury to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state or local government agency, arising out of or incident to the direct or indirect use, operation, or maintenance of the Historic Property by Owner or any contractor, subcontractor, employee, agent, lessee, licensee, invitee, or any other person; (ii) Owner's activities in connection with the Historic Property; and (iii) any restriction on the use of development of the Historic Property, from application or enforcement of the City's Municipal Code, or from the enforcement of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of the City, its elected officials, employees, and/or agents for all legal expenses and costs incurred by each of them. Owner's obligation to indemnify shall survive the termination, cancellation, or expiration of this Agreement and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, employees, or agents.
22. SEVERABILITY. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

IN WITNESS THEREOF, the City and Owners have executed this Agreement on the day and year written above.

CITY OF CARMEL-BY-THE-SEA:

By: _____

Date: _____

Name: Chip Rerig

Title: City Administrator

PROPERTY OWNERS:

By: _____

Date: _____

Name: Sharon B. Holtkamp, Trustee

By: _____

Date: _____

Name: Kenneth W. Holtkamp, Trustee

Return to:
Carmel City Hall
Post Office Drawer G
Carmel, CA 93921
Attention: Matthew Sundt, Contract Planner

RESOLUTION

QUALIFYING AN HISTORIC RESOURCE FOR LISTING ON CARMEL REGISTER

The subject property is designated a Historical Resource per Resolution recorded with the Monterey County Recorder on January 4, 2007 (Document 2007001272). This Resolution qualifies the subject resource to be placed on the Carmel Register which will allow the property owner to take advantage of a preservation incentive program to include the Mills Act Historical Property Contracts.

This Resolution is being recorded pursuant to section 5029(b) of the California Public Resources Code that requires the City to record all historic resource determinations. This action also is taken in furtherance of the Local Coastal Program certified by the California Coastal Commission and implemented by the City of Carmel-by-the-Sea Ordinances No. 2004-01 and 2004-02.

As stated in the Carmel Municipal Code Section 17.32.040.C, the resource (in this case a residence) should be a minimum of 50 years of age and shall meet at least one of the four criteria for listing in the California Register at a national or Statewide level of significance (primary resource) or at a regional or local level of significance (local resource) per CEQA Guidelines Section 15064.5(a) (3): (1) Is associated with events that have made a significant contribution to the broad patterns of local or regional history or the cultural heritage of California or the United States; (2) Is associated with the lives of persons important to local, California or national history; (3) Embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master, an important creative individual, or possesses high artistic values; or (4) Has yielded, or has the potential to yield, information important to the prehistory or history of the local area, California or the nation. This resource is over 50 years of age and meets criteria #2 and #3.

Assessor's Parcel Number: 010-164-001

Block: 137 Lot(s): 1

Current Owner: The Sharon B. Holtkamp and Kenneth W. Holtkamp AB Living Trust

Street Location: Southwest Corner of San Carlos Street and 12th Avenue

It is the purpose of this Resolution to alert the owner, the successors and assigns to the existence of an historic resource on the property. This historic resource is protected under laws of the State of California and of the City of Carmel-by-the-Sea including the California Coastal Act, the California Public Resources Code, the Carmel-by-the-Sea Municipal Code and the Local Coastal Program.

Attachment A – Property Legal Description (1 pages) Attachment B – DPR Form523 (3 pages)

Certified by:

Matthew Sundt,
Contract Planner, Carmel-by-the-Sea

T:\Applications\MA Mills Act\MA 16-269 (Holtkamp)



CITY OF CARMEL-BY-THE-SEA

Historic Resources Board

July 18, 2016

To: Chair Erik Dyar and Board Members

From: Marc Wiener, AICP, Interim Community Planning and Building Director

Submitted by: Ashley Hobson, Contract Planner

Subject: Consideration of a recommendation to the City Council to adopt a Resolution to add a Historic Resource to the Carmel Register for purposes of approving a Mills Act Contract (MA 16-246) for an existing historic residence located in the Single Family Residential (R-1) Zoning District.

Recommendation:

Recommend that the City Council adopt a Resolution to add a Historic Resource to the Carmel Register for purposes of approving a Mills Act contract.

| | | | |
|---------------------|--------------------------------------|------------------------|---------------------|
| Application: | MA 16-246 | APN: | 010-115-006 |
| Block: | 4 1/2 | Lots: | West ½ of 17 and 19 |
| Location: | Vista Avenue, 2 NW of Mission Avenue | Property Owner: | Ken Rheaume |

Background:

The ‘Francis Whitaker Cottage’ property is located on Vista Avenue, 2 NW of Mission Avenue. The residence is a one-story, wood-framed Craftsman cottage with the exterior walls clad with smooth cement stucco and a low-pitched intersecting gable roof. The cottage sits well back on the 4,000 square foot lot with a rustic grapestake fence and an informal landscape setting of mature oaks, flowers and low shrubbery. The residence is of unknown size but the property file indicates it may be 1,048 square feet. It was constructed in 1928.

The Francis Whittaker Cottage is significant under California Register criterion 2 for the contributions of its original owner (Francis Whitaker) to the craft of ironwork in the United States and also under criterion 3 in the area of architecture as a basically unaltered example of the residential work of Carmel master builder Michael J. Murphy in the 1920’s. Francis

Whitaker, the first owner, was born in 1906 and is considered to be one of the finest ironworkers and artistic blacksmiths in the United States. In 1927 he settled in Carmel-by-the-Sea and began working with M.J. Murphy until the Great Depression when he went out on his own and establish the Forge in the Forest, a Carmel institution, at 6th and Junipero. Mr. M.J. Murphy was the first major builder in Carmel who produced over 350 residential and commercial designs between 1902 and 1940. He is listed in the *Historic Context Statement* as one of the notable Designers and Builders of Carmel. On May 25, 2005, the residence was listed on the Carmel Inventory of Historic Resources. The Resolution Designating a Historic Resource was recorded with the County Recorder on January 4, 2007 (Document #2007001166).

On June 16, 2016, the property owner submitted an application for a Mills Act contract. The Mills Act was enacted by the State of California in 1972 as a way of encouraging partnerships between local governments and property owners of historic resources. Carmel is a voluntary participant in the Mills Act program.

The Mills Act contract is for a period of 10 years and includes renewal provisions. The property owner agrees to specific rehabilitation/restoration efforts that occur over the life of the contract. In turn, the property owner receives a reduced property tax assessment. The assessment is performed by the Monterey County Assessor's Office. The City benefits by having historic resources rehabilitated and maintained, while the property owner benefits by having a reduced tax burden.

The City's Historic Preservation Ordinance (CMC 17.32.100) offers Mills Act contracts as a potential benefit to property owners of historic resources that are listed on the City's Historic Register. The HRB is advisory to the City Council on Mills Act contracts. Staff notes that this is one of four Mills Act applications received by the City since the beginning of 2016 – all received since May 20; it is City policy to only allow three contracts each year.

Staff analysis

Municipal Code Section 17.32.100.B.6 establishes specific findings that must be made by the Historic Resources Board and City Council in order for the property to qualify for a Mills Act contract. The following is a list of the required findings and a staff analysis on how the proposal complies with the requirements.

Finding #1: *The building is designated as an historic resource by the City.*

Analysis: Municipal Code Section 17.32.090 states that *“resources, identified as significant at a local or regional level in the Inventory, shall be eligible for listing in the Register only at the request of the property owner.”* By Resolution, the residence was designated an historic resource on May 25, 2005, and placed on the City’s Inventory of Historic Resources. It is not on the City’s Historic Register. The Resolution Designating a Historic Resource was recorded with the County Recorder on January 4, 2007 (Document # 2007001166).

As stated in the Carmel Municipal Code Section 17.32.040.C, the resource (in this case a residence) should be a minimum of 50 years of age and shall meet at least one of the four criteria for listing in the California Register at a national or Statewide level of significance (primary resource) or at a regional or local level of significance (local resource) per CEQA Guidelines Section 15064.5(a) (3):

1. Is associated with events that have made a significant contribution to the broad patterns of local or regional history or the cultural heritage of California or the United States;
2. Is associated with the lives of persons important to local, California or national history;
3. Embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master, an important creative individual, or possesses high artistic values; or
4. Has yielded, or has the potential to yield, information important to the prehistory or history of the local area, California or the nation

The City’s Municipal Code does not provide a clear distinction between the Historic Inventory and Historic Register, but does indicate that the Register is a higher level of historic designation. Municipal Code Section 17.32.090 states that *“resources, identified as significant at a State or National level in the Inventory, shall be automatically listed in the Register.”* The DPR 523 Form prepared for the Rheaume residence indicates that it is significant under criteria 2 and 3, in the area of an important person to local history and architecture, respectively, thereby qualifying this residence for the Carmel Register.

Finding #2: *The proposed rehabilitation and maintenance plan is appropriate in scope and sufficient in detail to guide rehabilitation and long-term maintenance. Required maintenance*

and rehabilitation should be more significant than just routine maintenance that would be expected for any property.

Analysis: Municipal Code Section 17.32.010 requires that the applicant submit a rehabilitation/restoration and maintenance plan for the historic resource prepared or reviewed by a qualified professional together with a cost estimate of the work to be done. The applicant has submitted the required plan, which is included as Attachment B. The plan was reviewed by Historic Preservation Consultant, Kent Seavey, who generally supports the maintenance plan and has concluded that it meets the intent of the Mills Act Program requirements, but recommends the following amendments to the maintenance program/Schedule of Work:

1. Fireplace insert, hardwood floors, new washer and dryer, and water heater replacement are not eligible for the Mills Act.

The issuance of a Mills Act contract states that the work done *“should be more significant than just routine maintenance that would be expected for any property.”* The proposed work is a mix of significant and routine maintenance, which is typical of many Mills Act projects.

Finding #3: *Alterations to the historic resource have been in the past, and will continue to be in the future, limited to interior work and to exterior rehabilitation and alterations that:*

- (A) Comply with the Secretary’s Standards (future additions only), and*
- (B) Do not significantly alter, damage or diminish any primary elevation or character-defining feature, and*
- (C) Do not increase floor area on the property by more than 15 percent beyond the amount established in the documented original or historic design of the resource, and*
- (D) Do not result in any second-story addition to a single-story historic resource*
- (E) Meet all zoning standards applicable to the location of the property.*

Analysis: The residence has maintained its original size and footprint with no significant alterations. A minor addition occurred in 1932 and a detached garage was added in 1950. Staff notes that any future alterations would be required to be consistent with the Secretary’s Standards and consistent with the above noted requirements. No changes are proposed at this time.

Finding #4: *The Mills Act contract will aid in offsetting the costs of rehabilitating and/or maintaining the historic resource and/or will offset potential losses of income that might otherwise be achieved on the property.*

Analysis: The approval of this contract will assist in offsetting future costs of maintenance and will offset potential losses of income that might otherwise be achieved on the site had the residence not been identified as an historic resource.

Finding #5: *Approval of the Mills Act contract will represent an equitable balance of public and private interests and will not result in substantial adverse financial impact on the City.*

Analysis: Approval of the Mills Act Contract will be consistent with Goal 1-5 and Objective 1-16 of the Land Use Element of the General Plan which encourages providing incentives for property owners to preserve and rehabilitate historic resources. Although the adoption of all Mills Act Contracts will decrease the property taxes available to the City, this financial impact is minimal because: 1) only a limited number of properties can meet the requirements for a contract, 2) only a portion of the property tax from any single property will be lost, 3) only three new Mills Act contracts are allowed per year, and 4) the lost revenue to the City is offset by the value of preserving an important historic resource. This contract represents an equitable balance of public and private interests.

ATTACHMENTS:

- Attachment A – Legal Property Description (to be submitted on Monday, July 18)
- Attachment B – Restoration/Maintenance Plan (10 years) (to be submitted on Monday, July 18)
- Attachment C – Photographs of Property
- Attachment D – DPR 523 Form
- Attachment E – Secretary of the Interior Standards
- Attachment F – Draft Mills Act Contract
- Attachment G – Resolution for Carmel Register



First American Title

First American Title Company

3855 Via Nona Marie, Ste. 100
Carmel, California 93923

Escrow Officer: Linda Griffin Wilson
Phone: (831)620-6533
Fax No.: (866)377-7037
E-Mail: lgriffin@firstam.com

E-Mail Loan Documents to: CarmelRanchoEdocs.ca@firstam.com

Buyer:

Property: Vista Avenue and Mission Street
Carmel, CA 93923

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of January 19, 2016 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

ALTA/CLTA Homeowner's (EAGLE) Policy of Title Insurance (2010) and ALTA Ext Loan Policy 1056.06 (06-17-06) if the land described is an improved residential lot or condominium unit on which there is located a one-to-four family residence; or ALTA Standard Owner's Policy 2006 (WRE 06-17-06) and the ALTA Loan Policy 2006 (06-17-06) if the land described is an unimproved residential lot or condominium unit

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

Y-LAN HO AND PHU HO, TRUSTEES OF THE HO FAMILY TRUST DATED NOVEMBER 8, 2005

The estate or interest in the land hereinafter described or referred to covered by this Report is:

FEE

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2016-2017, a lien not yet due or payable.
2. General and special taxes and assessments for the fiscal year 2015-2016.

| | |
|---------------------|------------------|
| First Installment: | \$4,744.54, PAID |
| Penalty: | \$0.00 |
| Second Installment: | \$4,744.54, OPEN |
| Penalty: | \$0.00 |
| Tax Rate Area: | 001-000 |
| A. P. No.: | 010-115-006 |
3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

4. Covenants, conditions, restrictions and easements in the document recorded October 13, 1922 as [BOOK 6, PAGE 483](#) of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, familial status, disability, handicap, national origin, genetic information, gender, gender identity, gender expression, source of income (as defined in California Government Code § 12955(p)) or ancestry, to the extent such covenants, conditions or restrictions violation 42 U.S.C. § 3604(c) or California Government Code § 12955. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.
5. A deed of trust to secure an original indebtedness of \$530,000.00 recorded May 10, 2005 as INSTRUMENT NO. 2005046417 OF OFFICIAL RECORDS.

Dated: May 05, 2005
Trustor: PHU HO AND Y-LAN HO, HUSBAND AND WIFE
Trustee: FIRST AMERICAN TITLE COMPANY, A CALIFORNIA CORPORATION
Beneficiary: WYNNE H. HUTCHINGS AND SHEILA W. HUTCHINGS, TRUSTEES OF THE HUTCHINGS 1998 FAMILY TRUST

Affects: The land and other property.

Notes:

- a. If this deed of trust is to be eliminated in the policy or policies contemplated by this report/commitment, we will require all of the following prior to the recordation of any documents or the issuance of any policy of title insurance:
 - i. Original note and deed of trust.
 - ii. Payoff demand statement signed by all present beneficiaries.
 - iii. Request for reconveyance signed by all present beneficiaries.
- b. If the payoff demand statement or the request for reconveyance is to be signed by a servicer, we will also require a full copy of the loan servicing agreement executed by all present beneficiaries.
- c. If any of the beneficial interest is presently held by trustees under a trust agreement, we will require a certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company

Prior to the issuance of any policy of title insurance, the Company will require:

6. With respect to the trust referred to in the vesting:
 - a. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
 - b. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
 - c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

| |
|----------------------------|
| INFORMATIONAL NOTES |
|----------------------------|

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. This report is preparatory to the issuance of an ALTA Loan Policy. We have no knowledge of any fact which would preclude the issuance of the policy with CLTA endorsement forms 100 and 116 and if applicable, 115 and 116.2 attached.

When issued, the CLTA endorsement form 116 or 116.2, if applicable will reference a(n) Single Family Residence known as VISTA AVENUE AND MISSION STREET, CARMEL, CA.

2. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None

NOTE to proposed insured lender only: No Private transfer fee covenant, as defined in Federal Housing Finance Agency Final Rule 12 CFR Part 1228, that was created and first appears in the Public Records on or after February 8, 2011, encumbers the Title except as follows: None

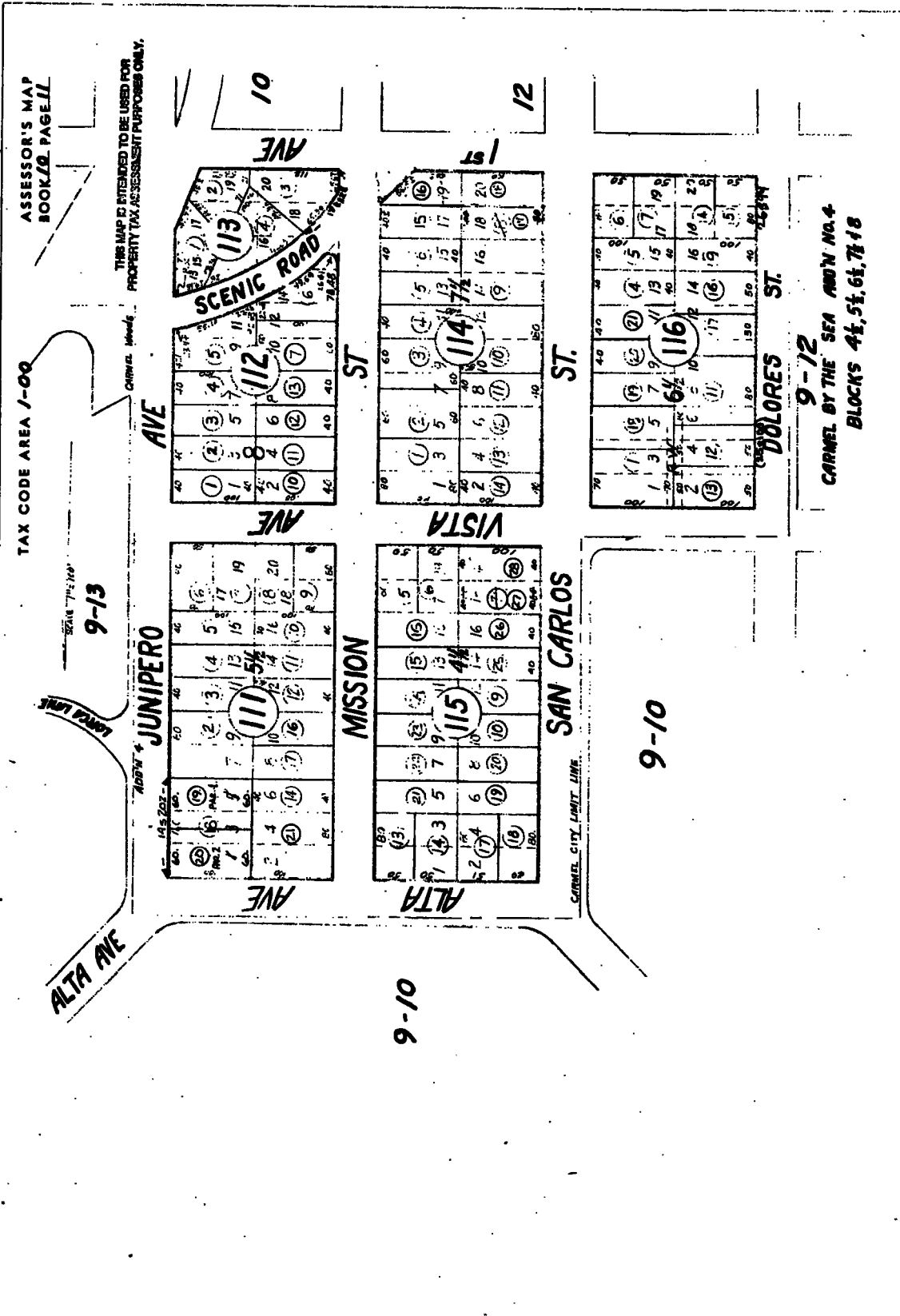
The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

LEGAL DESCRIPTION

Real property in the City of Carmel, County of Monterey, State of California, described as follows:

THE WESTERLY 1/2 LOTS NUMBERED 17 AND 19, IN BLOCK NUMBERED 4-1/2, AS SAID LOTS AND BLOCK ARE SHOWN ON THAT CERTAIN MAP ENTITLED, "MAP OF ADDITION NO. 4 CARMEL BY THE SEA", FILED FOR RECORD MARCH 6, 1908 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, IN VOLUME 1 OF MAPS, "CITIES AND TOWNS", AT PAGE 46-1/2.

APN: 010-115-006



NOTICE

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.



First American Title

First American Title Company
126 Clock Tower Place, Suite 102
Carmel, CA 93923
(831)620-6533

INCOMING DOMESTIC WIRE INSTRUCTIONS

PAYABLE TO: First American Title Company
BANK: First American Trust, FSB
ADDRESS: 5 First American Way, Santa Ana, CA 92707
ACCOUNT NO: 3021520000
ROUTING NUMBER: 122241255

PLEASE REFERENCE THE FOLLOWING:

PROPERTY: Vista Avenue and Mission Street, Carmel, CA 93923
FILE NUMBER: 2710-5072692 (LG)

PLEASE USE THE ABOVE INFORMATION WHEN WIRING FUNDS TO **First American Title Company**. **FUNDS MUST BE WIRED FROM A BANK WITHIN THE UNITED STATES**. PLEASE NOTIFY YOUR ESCROW OFFICER AT **(831)620-6533** OR **lgriffin@firstam.com** WHEN YOU HAVE TRANSMITTED YOUR WIRE.

IF YOUR FUNDS ARE BEING WIRED FROM A NON-U.S. BANK, ADDITIONAL CHARGES MAY APPLY. PLEASE CONTACT YOUR ESCROW OFFICER/CLOSER FOR INTERNATIONAL WIRING INSTRUCTIONS.

AN ACH TRANSFER CANNOT BE ACCEPTED FOR CLOSING, BECAUSE IT IS NOT THE SAME AS A WIRE AND REQUIRES ADDITIONAL TIME FOR CLEARANCE.

FIRST AMERICAN TRUST CONTACT INFO: Banking Services 1-877-600-9473

**ALL WIRES WILL BE RETURNED IF THE FILE NUMBER
AND/OR PROPERTY REFERENCE ARE NOT INCLUDED**

With cyber crimes on the increase, it is important to be ever vigilant. If you receive an e-mail or any other communication that appears to be generated from a First American employee that contains new, revised or altered bank wire instructions, consider it suspect and call our office at a number you trust. Our bank wire instructions seldom change.

**EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)**

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - (a) building;
 - (b) zoning;
 - (c) land use;
 - (d) improvements on the Land;
 - (e) land division; and
 - (f) environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - (a) that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - (b) that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - (c) that result in no loss to You; or
 - (d) that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - (a) to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - (b) in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

| <u>Your Deductible Amount</u> | <u>Our Maximum Dollar Limit of Liability</u> |
|--|--|
| Covered Risk 16: 1% of Policy Amount or \$2,500.00 (whichever is less) | \$10,000.00 |
| Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less) | \$25,000.00 |
| Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less) | \$25,000.00 |
| Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less) | \$5,000.00 |

ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)

EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - (a) and use
 - (b) improvements on the land
 - (c) and division
 - (d) environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:

- (a) a notice of exercising the right appears in the public records on the Policy Date
 - (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
 - 3. Title Risks:
 - (a) that are created, allowed, or agreed to by you
 - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
 - (c) that result in no loss to you
 - (d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
 - 4. Failure to pay value for your title.
 - 5. Lack of a right:
 - (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
 - (b) in streets, alleys, or waterways that touch your land
- This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
- 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
- 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

- 1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
 (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.



First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Maintenance Plan for Vista 2NW of Mission, Carmel, CA

| Item | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 |
|--|-----------|----------|-----------|----------|----------|-----------|----------|-----------|----------|----------|-----------|
| Painting interior & one exterior wall | \$ 5,900 | | | | | | | | | | |
| Landscaping - remove dead trees/plants expose Carmel stone wall front porch | \$ 900 | | | | | | | | | | |
| Fireplace insert - needed to install to use fireplace | \$ 5,308 | | | | | | | | | | |
| Electrical - fireplace install | \$ 320 | | | | | | | | | | |
| Repair - secure grape stake fence that was falling down | \$ 800 | | | | | | | | | | |
| Carmel stone porch - power wash stone | \$ 200 | | | | | | | | | | |
| Hardwood floors - remove carpet and restore original hw floors | | \$ 4,000 | | | | | | | | | |
| Rear porch wire fence install - keep out wild animals nesting under porch deck | \$ 700 | | | | | | | | | | |
| Install new washer and dryer | \$ 838 | | | | | | | | | | |
| Terminate/subterranean treatment tenting | | \$ 2,000 | | | | | \$ 1,000 | | | | |
| Refinish and stain deck | | \$ 1,500 | | | | | | | | | |
| Maintain gutters and landscaping | \$ 2,400 | \$ 2,400 | \$ 2,400 | \$ 2,400 | \$ 2,400 | \$ 2,400 | \$ 2,400 | \$ 2,400 | \$ 2,400 | \$ 2,400 | \$ 2,400 |
| Install new landscape drip system | \$ 1,500 | | | | | | | | | | |
| Landscaping - drought tolerant plants | | \$ 2,000 | | | | | | | | | |
| Repair front Carmel Stone porch (as needed) | | \$ 2,500 | | | | | | | | | |
| Bolt house to the foundation | | | | | TBD | | | | | | |
| Inspect foundation make necessary repairs | | | | | | TBD | | | | | |
| Exterior Paint - house and garage | | | | | | \$ 12,000 | | | | | |
| Termite inspection | \$ 400 | | | | \$ 400 | | | | \$ 400 | | |
| Furnace inspection | \$ 400 | | | | \$ 400 | | | | \$ 400 | | |
| Roof inspection and maintenance | | | | | | \$ 300 | | | \$ 300 | | |
| Insulation - add in attic for energy savings | | | | | | | | | | | |
| Furnace replacement | | \$ 2,000 | | | | | | | | | |
| Water heater replacement | | | | | | \$ 11,000 | | | | | |
| Fireplace chimney inspection & repair | | | | | | | | \$ 10,000 | | | |
| Total | \$ 18,166 | \$ 3,900 | \$ 16,700 | \$ 2,400 | \$ 6,200 | \$ 25,700 | \$ 3,400 | \$ 12,400 | \$ 3,500 | \$ 2,400 | \$ 2,400 |
| | | | | | | | | | | | total |
| | | | | | | | | | | | \$ 97,166 |

per. additional info.

Here are pictures from March 3, 2016. We have had some work include: insert to enable



March 3, 2016. We have had some work include: insert to enable the gas fireplace



















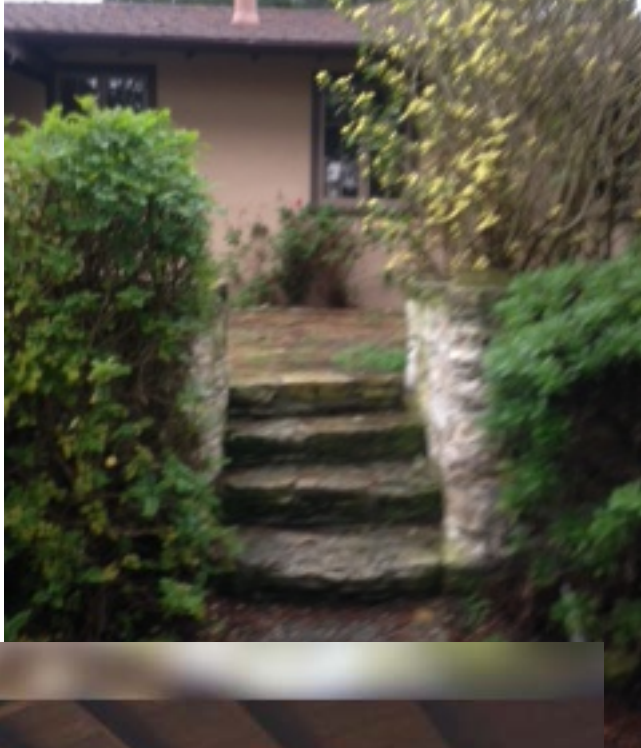
We purchased Vista 2NW of Mission on March 3, 2016. Here are some pictures of the home prior to our purchase.











Attachment D

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

Primary # _____

HRI # _____

Trinomial _____

NRHP Status Code _____

5S1

Other Listings

Review Code _____

Reviewer _____

Date _____

Page _____ of _____

Resource Name or #: (Assigned by recorder) *Francis Whitaker Cottage*

P1. Other Identifier: _____

P2. Location:

Not for Publication ☐ Unrestricteda. County *Monterey*

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: _____

City *Carmel by-the-Sea*Zip *93921*

d. UTM: (Give more than one for large and/linear resources) _____

mE/ _____

mN _____

e. Other Locational Data (Enter Parcel #, legal description, directions to resource, elevation, etc., as appropriate)

*2 W of Mission, n/side Vista (Blk 4 1/2. Lots w 1/2 17 & 19)*Parcel No. *010-115-006*

P3. Description (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

A one-story, wood-framed Craftsman cottage, ell shaped in plan, resting on a concrete foundation. The exterior wall cladding is a smooth cement stucco. The low-pitched intersecting gable roof has wide overhanging eaves w/exposed rafter tails, and simple vergeboards at the gable ends. The eaves extend slightly at the inside corner of the ell on the west side, to provide a door hood for the principal entry. The wood plank entry door is mounted w/hardware fashioned by Francis Whitaker. There is an exterior brick eave-wall chimney located toward the south along the west side elevation. It opens into a large living room on this leg of the ell. Fenestration is irregular, w/a large, fixed multi-paned focal window in the gable-end of the leg to the south, and single and paired multi-paned wood casement windows in various sizes throughout. A large, raised Carmel stone patio fronts the cottage, w/ a low, closed rail and open steps. There is a small, wood framed, front-gabled one car garage, constructed in 1950, at the SW corner of the parcel. It also has hardware fashioned by Mr. Whitaker. The cottage sits well back on its lot behind a rustic grape stake fence on rising ground in an informal landscape setting of mature oaks, flowers and low shrubbery.

b. Resource Attributes: (List attributes and codes)

1. Resources Present

☒

Building

☐

Structure

☐

Object

☐

Site

☐

District

☐

Element of District

☐

Other (Isolates, etc.)

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

P5b. Description of Photo: (View, date, accession #)
(View toward). Photo No: 1009-.

P6. Date Constructed/Age and Sources:

☐

Prehistoric

☒

Historic

☐

Both

1928 Carmel bldg. records

P7. Owner and Address

Wynne & Sheila Hutchings Trust
715 Ramona Ave.
Monterey, CA 93940

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

Kent L. Seavey, Preservation Consultant, 310
Lighthouse Ave., Pacific Grove, CA 93950

P9. Date Recorded: *5/10/2002*

P10. Survey Type: (Describe)

*Carmel Historic Resource Inventory - 2001*Report Citation: (Cite survey report and other sources, or enter "none")
Carmel by-the-Sea Survey 1989-1996

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: (List)

BUILDING, STRUCTURE, AND OBJECT RECORD

HRI #

Primary #

je of

NRHP Status Code

5S1

Resource Name or #: (Assigned by recorder) *Francis Whitaker Cottage*

B1. Historic Name: *Francis Whitaker Cottage*

B2. Common Name:

B3. Original Use: *residence*

B4. Present Use: *residence*

B5. Architectural Style: *Craftsman*

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

Constructed 1928 (Cbp#2026); minor addition 1932 (Cbp#2512); garage added SW cr of parcel 1950 (Cbp#2021)

B7. Moved? ☒ No ☐ Yes ☐ Unknown Date :

Original Location:

B8. Related Features: *front-gabled board-and-batten one car garage SW cr. of parcel, added 1950 (has Whitaker wrought iron strap hinges on vertical flush board double-doors).*

B9a. Architect: *designer/M.J. Murphy*

b. Builder: *M.J. Murphy*

B10. Significance: Theme: *Architectural Development/ Arts & Culture* Area: *Carmel by-the-Sea*

Period of Significance: *1903-1940* Property Type: *single family residence* Applicable Criteria: *CR 2,3*

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

The Francis Whitaker cottage is significant under California Register criterion 2, for the contributions of its original owner to the craft of ironwork in the United States. It is also significant under criterion 3, in the area of architecture as a basically unaltered example of the residential work of Carmel master-builder Michael J. Murphy in the 1920s.

Francis Whitaker, born in 1906, is considered one of the finest ironworkers and artistic blacksmiths in the United States. He received his formative training in Philadelphia, PA, working as an apprentice to Samuel Yellin, who more than any other single American ironworker, established iron as an art form in this country. Whitaker worked in the master's Arch Street Metalworkers Studio for a year before accepting an invitation to Berlin in 1923 to work with the noted ornamental smith, Julius Schramm for two years. Returning home he finally settled in Carmel in 1927, finding employment as an ornamental blacksmith with M.J. Murphy. He remained with Murphy until the Great Depression, when he went out on his own, and with John Catlin, established the Forge in the Forest, a Carmel institution, at 6th & Junipero. An ardent environmentalist, Whitaker also served on the Carmel City Council for three terms, from 1952 to 1963. He moved to Aspen, Colorado, where he opened the Mountain Forge, and began teaching at the Colorado Mountain School in Carbondale. The college now houses the Francis Whitaker Blacksmith School. Whitaker occupied his Vista St. home during the productive period of his creative life in Carmel. Michael J. Murphy (1885-1949), first came to Carmel in 1902. Two years later Frank Devendorf hired him to be the builder for the Carmel Development Company. Murphy went on to become the most prolific designer-builder in Carmel's history, with as many as 350 structures to his credit. In 1914 Murphy established his own contracting firm, and in 1924 he opened M.J. Murphy, Inc., which sold building supplies, did rock crushing and concrete work and operated a lumber mill and cabinet shop.

B11. Additional Resource Attributes: (List attributes and codes) *HP2 - Single Family Property*

B12. References:

*Carmel bldg. records, Carmel Planning Dept., City Hall, Carmel
Carmel Historic Context Statement 1997*

Smithsonian Magazine, May, 1993

Southworth, Susan & Michael, Ornamental Ironwork, D.R.

Godine: Boston, 1978

Sanborn fire insurance map, Carmel, 1930-62

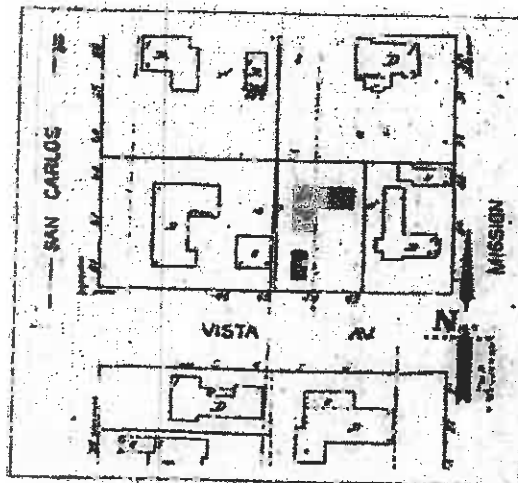
B13. Remarks: *Zoning R-1
CHCS (AD/AC)*

B14. Evaluator: *Kent L. Seavey*

Date of Evaluation: *5/10/2002*

(This space reserved for official comments.)

(Sketch Map with north arrow required.)



CONTINUATION SHEET

Primary #

HRI #

Trinomial

Recorded by: Kent L. Seavey

Resource Name or #: (Assigned by recorder)

Francis Whitaker Cottage

Date 5/10/2002

☒ Continuation ☐ Update

B10. Murphy was the most active designer-builder in the area between 1902 and 1940, and did as much to give Carmel its basic architectural character than any other person.

Kay Ashmead, a woman draftsman with Murphy in the late 1920s drew the plans for the Whitaker cottage. She was one of a number of women in Carmel's early history identified as contributors to the residential and commercial design of the village. The Francis Whitaker cottage clearly reflects the findings of, and is consistent with the 1997 Carmel Historic Context Statement under the themes of art & culture, government, civic and social institutions, and architectural development.

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

1. "A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment."
2. "The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided."
3. "Each property shall 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 architectural elements from other buildings, shall not be undertaken."
4. "Most properties change over time; changes that have acquired historic significance in their own right shall be retained and preserved."
5. "Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved."
6. "Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, and pictorial evidence."
7. "Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible."
8. "Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken."
9. "New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment."
10. "New additions and adjacent or related new construction shall 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."

RECORDING REQUESTED BY:

CITY CLERK
CITY OF CARMEL-BY-THE-SEA

WHEN RECORDED MAIL TO:

NAME: CITY CLERK
CITY OF CARMEL-BY-THE-SEA

ADDRESS: CITY HALL
PO DRAWER G
CARMEL, CA 93921

**CITY OF CARMEL-BY-THE-SEA
MILLS ACT AGREEMENT
HISTORIC PROPERTY PRESERVATION CONTRACT**

THIS AGREEMENT is made and entered into this ___ day of December, 2016 by and between the CITY OF CARMEL-BY-THE-SEA a municipal corporation (hereinafter referred to as “City”), and Ken Rheame (hereinafter referred to as “Owner”).

RECITALS

- (i) California Government Code Section 50280, et seq. (known as the Mills Act) authorizes cities to enter into contracts with the owners of qualified historic properties to provide for their appropriate use, maintenance and restoration such that these historic properties retain their historic characteristics;
- (ii) The Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, located at the northeast corner of Dolores Street and 12th Avenue (APN: 010-115-006), Carmel, California, (hereinafter referred to as the “Historic Property”). A legal description of the Historic Property is attached hereto, marked as Exhibit “A” and is incorporated herein by this reference;
- (iii) The property is identified as an historic resource on the City of Carmel’s Register of Historic Resources;
- (iv) City and Owner, for their mutual benefit, now desire to enter into this Agreement both to protect and preserve the characteristics of historical significance of the Historic Property, and to qualify the Historic Property for an assessment of valuation pursuant to the provisions of Article 1.9 (commencing with section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, City and Owner, in consideration of the mutual covenants and conditions contained herein, do hereby agree as follows:

- 1. **EFFECTIVE DATE AND TERM.** This Agreement shall be effective and commence on 1 January 2017, unless otherwise indicated by Monterey County, and shall remain in effect for a term of ten (10) years thereafter.
- 2. **AUTOMATIC RENEWAL.** Each year, upon the anniversary of the effective date of this Agreement (hereinafter referred to as “annual renewal date”), one (1) year shall be added automatically to the term of this Agreement, unless timely notice of nonrenewal is given

as provided in paragraph 3 of this Agreement. The total length of the contract shall not exceed twenty (20) years.

3. NOTICE OF NONRENEWAL. If City or Owner desires in any year not to renew this Agreement, that party shall serve written notice of nonrenewal in advance of the annual renewal date of this Agreement as follows: Owner must serve written notice of nonrenewal at least ninety (90) days prior to the annual renewal date; City must serve written notice of the nonrenewal at least sixty (60) days prior to the annual renewal date. Upon receipt by Owner of a notice of nonrenewal from the City, Owner may make a written protest. At any time prior to the annual renewal date, City may withdraw its notice of nonrenewal.
4. EFFECT OF NOTICE OF NONRENEWAL. If either City or Owner serves timely notice of nonrenewal in any year, and this contract is not renewed, this Agreement shall remain in effect only for the remaining nine (9) years from the last annual renewal date.
5. VALUATION OF PROPERTY. During the term of this Agreement, Owner is entitled to seek assessment of valuation of the Historic Property pursuant to the provisions of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.
6. PRESERVATION OF PROPERTY. Owner shall preserve and maintain the characteristics of historical significance of the Historic Property. Attached hereto marked as Exhibit "B", and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Historic Property, which shall apply to such property throughout the term of this Agreement. The Owner agrees to complete rehabilitation and/or maintenance activities of the structure and comply with such conditions as specified in Exhibit "B" including the conditions outlined by the City's Historic Preservation Consultant. Requests for substantial revisions to the maintenance and rehabilitation plan shall be reviewed by the Historic Resources Board prior to implementation. In addition, Owner shall comply with the terms of the City's Historic Preservation Ordinance (CMC 17.32). Owners shall not be permitted to further impede the view corridor with any new structure, such as walls, fences, or shrubbery, so as to prevent the viewing of the Historic Property from the public right-of-way.
7. RESTORATION OF PROPERTY. 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 State Department of Parks and Recreation, U. S. Secretary of the Interior's Standards for Rehabilitation, State Historical Building Code, and the City of Carmel-by-the-Sea, all as amended. This scope of work could exceed that defined in the Owner's work program included as Attachment B.
8. INSPECTIONS. Owner shall allow periodic examinations, with reasonable notice thereof, of the interior and exterior of the Historic Property by representatives of the County Assessor, the State Department of Parks and Recreation, the State Board of Equalization, the City and other agencies as may be necessary to determine Owner's compliance with the terms and provisions of this Agreement.
9. PROVISION OF INFORMATION. Owner shall furnish the City with any and all information requested by City, which City deems necessary or advisable to determine compliance with the terms and provisions of this Agreement.
10. ANNUAL REPORT. Owner shall submit an annual report at least 90 days prior to each annual renewal date to the Department of Planning and Building specifying all work that has been done to maintain and preserve the historic resource over the preceding year in compliance with the approved maintenance plan.

11. **CANCELLATION.** The City has the right to cancel the contract if the historic resource is damaged or destroyed by unauthorized additions, alterations or remodeling. The City also has the right to cancel this contract if the owners(s) have repeatedly failed to comply with the provisions of paragraph's # 6, 7, 8 or 10 of this Agreement after the City has provided reasonable notice of any failure to comply with the agreement. Cancellation of a contract by the City consistent with the provisions of this paragraph requires a public hearing and, if cancelled, results in the immediate termination of the contract and a penalty equal to 12.5 percent of the assessed market value of the property. City's right to cancel this Agreement pursuant to this paragraph shall in no way limit or restrict its rights or legal remedies arising from City's Historic Preservation Ordinance and Municipal Code.
12. **ENFORCEMENT OF AGREEMENT.** In lieu of and/or in addition to any provisions to cancel this Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement.
13. **WAIVER.** City does not waive any claim or default by Owner if City does not enforce or cancel this Agreement. All remedies at law or in equity, which are not otherwise provided for 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 of any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.
14. **BINDING EFFECT OF AGREEMENT.** Owner hereby subjects the Historic Property to the covenants, reservations and restrictions set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations, and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon Owner's successors and assigns in title or interest to the Historic Property. A successor in interest shall have the same rights and obligations under this Agreement as the original owner who executed the Agreement.

Each and every contract, deed or other instrument hereinafter executed, governing or conveying the Historic Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that it restricts development of the Historic Property. City and Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the cultural and historic characteristics and significance of the Historic Property for the benefit of the public and Owner.

15. **NOTICE.** Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below, by personal delivery or United States mail, postage prepaid, addressed as follows:

City: Carmel-by-the-Sea
Community Development Department
PO Drawer G
Carmel, CA 93921

Owner: Ken Rheume
319 Bishop Avenue
Sunnyvale, CA 94086

16. Recordation. No later than twenty (20) days after the parties execute and enter into this Agreement, the City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Monterey.
17. The Owner or agent of Owner shall provide written notice of this Agreement to the State Office of Historic Preservation within six (6) months of the date of this Agreement.
18. GOVERNING LAW; VENUE. This Agreement shall be constructed and governed in accordance with the laws of the State of California. Should either party to this agreement bring legal action against the other, the case shall be handled in Monterey County, California and the party prevailing in such action shall be entitled to a reasonable attorney fee which shall be fixed by the judge hearing the case and such fee shall be included in the judgment together with all costs.
19. Amendments. This agreement may be amended in whole or in part, only by a written-recorded instrument executed by the parties hereto.
20. DESTRUCTION OF PROPERTY; EMINENT DOMAIN; CANCELLATION. If the Historic Property is destroyed by earthquake, fire, flood, or other natural disaster such that in the opinion of the City Building Official more than sixty percent (60%) of the original fabric of the structure must be preplaced, this Agreement shall be cancelled because the historic value of the structure will have been destroyed. If the Historic Property is acquired in whole or in part by eminent domain or other acquisition by any entity authorized to exercise the power of eminent domain, and the acquisition is determined by the City Council to frustrate the purpose of this Agreement, this Agreement shall be cancelled. No cancellation fee pursuant to Government Code Section 50286 shall be imposed if the Agreement is cancelled pursuant to this paragraph.
21. INDEMNIFICATION. Owner shall defend, indemnify, and hold harmless City and its elected officials, officers, agents and employees from any actual or alleged claims, demands, causes of action, liability, loss, damage, or injury to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state or local government agency, arising out of or incident to the direct or indirect use, operation, or maintenance of the Historic Property by Owner or any contractor, subcontractor, employee, agent, lessee, licensee, invitee, or any other person; (ii) Owner's activities in connection with the Historic Property; and (iii) any restriction on the use of development of the Historic Property, from application or enforcement of the City's Municipal Code, or from the enforcement of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of the City, its elected officials, employees, and/or agents for all legal expenses and costs incurred by each of them. Owner's obligation to indemnify shall survive the termination, cancellation, or expiration of this Agreement and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, employees, or agents.
22. SEVERABILITY. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

IN WITNESS THEREOF, the City and Owners have executed this Agreement on the day and year written above.

CITY OF CARMEL-BY-THE-SEA:

By: _____

Date: _____

Name: Chip Rerig

Title: City Administrator

PROPERTY OWNER:

By: _____

Date: _____

Name: Ken Rheaume

Return to:
Carmel City Hall
Post Office Drawer G
Carmel, CA 93921
Attention: Matthew Sundt, Contract Planner

RESOLUTION

QUALIFYING AN HISTORIC RESOURCE FOR LISTING ON CARMEL REGISTER

The subject property is designated a Historical Resource per Resolution recorded with the Monterey County Recorder on January 4, 2007 (Document 2007001166). This Resolution qualifies the subject resource to be placed on the Carmel Register which will allow the property owner to take advantage of a preservation incentive program to include the Mills Act Historical Property Contracts.

This Resolution is being recorded pursuant to section 5029(b) of the California Public Resources Code that requires the City to record all historic resource determinations. This action also is taken in furtherance of the Local Coastal Program certified by the California Coastal Commission and implemented by the City of Carmel-by-the-Sea Ordinances No. 2004-01 and 2004-02.

As stated in the Carmel Municipal Code Section 17.32.040.C, the resource (in this case a residence) should be a minimum of 50 years of age and shall meet at least one of the four criteria for listing in the California Register at a national or Statewide level of significance (primary resource) or at a regional or local level of significance (local resource) per CEQA Guidelines Section 15064.5(a) (3): (1) Is associated with events that have made a significant contribution to the broad patterns of local or regional history or the cultural heritage of California or the United States; (2) Is associated with the lives of persons important to local, California or national history; (3) Embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master, an important creative individual, or possesses high artistic values; or (4) Has yielded, or has the potential to yield, information important to the prehistory or history of the local area, California or the nation. This resource is over 50 years of age and meets criteria #2 and #3.

Assessor's Parcel Number: 010-115-006
Block: 4.5 Lot(s): West ½ of 17 and 19
Current Owner: Ken Rheume
Street Location: Vista Avenue, 2 NW of Mission Avenue

It is the purpose of this Resolution to alert the owner, the successors and assigns to the existence of an historic resource on the property. This historic resource is protected under laws of the State of California and of the City of Carmel-by-the-Sea including the California Coastal Act, the California Public Resources Code, the Carmel-by-the-Sea Municipal Code and the Local Coastal Program.

Attachment A – Property Legal Description (13 pages) Attachment B – DPR Form 523 (3 pages)

Certified by:

Matthew Sundt,
Contract Planner, Carmel-by-the-Sea

T:\Applications\MA Mills Act\MA 16-246 (Rheume)



CITY OF CARMEL-BY-THE-SEA

Planning Commission Report

July 18, 2016

To: Chair Erik Dyar and Board Members

From: Marc Wiener, Interim Community Planning and Building Director

Submitted by: Matthew Sundt, Contract Planner

Subject: Consideration of a roof-mounted sound wall and visual barrier (DR 16-229) for an existing historic hotel located in the Multi-Family Residential (R-4) Zoning District.

Recommendation:

Determine project consistency with the Secretary of the Interior Standards.

Application: DR 16-229 **APN:** 010-264-007
Location: Sixth Avenue, 3 SW of San Carlos
Block: O **Lot:** 1 – 12
Owner/Applicant: Carmel Hotel Properties

Background and Project Description:

The La Playa Hotel is listed on the Carmel Historic Inventory but is not on the City Register. As stated in the DPR Form 523 prepared in 2002, the La Playa is significant under California Register criteria 1, in the area of history as one of the earliest remaining artist's studios in Carmel, and one of the most notable hostelrys in the history of the village. It is also significant under criteria 3, in the area of architecture as one of the few artist designed studio buildings remaining in Carmel.

The La Playa Hotel has a roof mounted kitchen exhaust system that has been in existence for many years. This exhaust system sits directly above the kitchen which is located at the corner of Camino Real and 8th Avenue. The exhaust system ducts can be seen from the intersection of Camino Real and 8th Avenue and are visible to the hotel guests from various rooms that overlook 8th Avenue, as well as being visible to the residences on 8th Avenue and Camino Real. In addition to being visible, the exhaust system is noisy and significantly affects the guest experience at the hotel as well as the neighborhood. The La Playa hotel owner would like to

reduce the noise and visibility of the exhaust system. To accomplish the goal of reducing the noise and visual impacts, the property owner proposes to install a roof mounted stucco sound wall / visual barrier around the existing exhausts and ducts. There is no roof over the proposed project. Work was started by the applicant without permits and was subsequently red tagged on or about May 20, 2016, by the City's Code Enforcement Officer.

Prior to the current proposed project the La Playa had a balustrade perched on the roof fronting 8th Avenue in an east/west tangent and a small portion of balustrade running north/south. The balustrade was used to filter the view of the mechanical components from the public view points and nearby residences. Based on review of the Google Maps web site (reviewed July 13, 2016), the balustrade existed in 2011. It is not known when the balustrade was removed but likely associated with a subsequent re-roof.

Staff Analysis: The applicant has submitted plans that show the wall would vary in height at various points depending on the roof pitch directly below a particular point of the sound wall. Where the proposed sound wall connects to the main building on the north elevation the proposed wall would be 32 inches tall. As the wall sits on a sloped roof, the wall height increases to a height of 57 inches at the northwest corner and to up to 66 inches on the northeast corner of the sound wall. The portion of the wall that runs north/south (parallel to Camino Real) connects at the chimney with a finished height of 60 inches. There is also a sound wall segment on the south side of the kitchen exhaust between the chimney and the main building with a height of 32 inches on the west end and 60 inches on the east end (where the wall connects to the chimney). The sound wall section lengths are as follows: 15'-0" on the east elevation, 10'-8" on the north elevation, 8'-10" on the west elevation, and 7'-7" on the south elevation. An access door is provided and is located on the west elevation closest to the stucco chimney. The total area of the project is approximately 150 square feet.

As shown in the attached plans, the proposed wall will be made with a 2 x 4 stud walls with a stucco finish. To maximize the sound absorbing quality of the interior wall, staff recommends as a project condition that the stucco surface on the interior wall have a rougher surface than that on the exterior wall and that some type of metal ribs (or other non-combustible material) be affixed in a random fashion that would "confuse" sound waves and keep as much sound as possible within the proposed walls.

The project plans were reviewed by the City's Historic Preservation Consultant, Mr. Kent Seavey, who determined that the project is appropriate for the resource and is consistent with the Secretary of the Interior's Standards. However, Mr. Seavey stated that the cap on the wall should be copper or a galvanized metal with powder coat the same color as the wall. The point being to make the entirety of the proposed wall as innocuous, seamless, and integrated as possible.

As required per CMC Section 17.32.140.D, staff concludes that the proposed project complies with the Secretary of the Interior's Standards. Through the building permit process staff will ensure that the integrity of the resource is maintained, that all character-defining features are maintained and that no change will be authorized what would diminish the historic resource's value or result in a subsequent determination that the resource is no longer eligible for the Carmel Inventory applicant has adequately responded to the Commission's recommendation for a building façade that adheres to the above referenced Design Guideline.

Alternatives: The following alternative actions are presented for HRB consideration:

1. Issue a Determination of Consistency with the Secretary of the Interior Standards for the proposed plans as submitted subject to the attached conditions.
2. Approve the proposed plans with revisions. If the required revisions are substantial, the HRB may wish to continue this item to allow the applicant to respond to HRB direction.
3. Deny the application request and direct the applicant to propose a new plan that is consistent with City design standards.

Environmental Review: The proposed project is categorically exempt from CEQA requirements, pursuant to Section 15303 (Class 1) – *Existing Facilities* - Interior or exterior alterations involving such things as interior partitions, plumbing and electrical conveyances.

ATTACHMENTS:

- Attachment A – Site Photographs – existing conditions
- Attachment B - Site Photographs – circa 2011
- Attachment C – Conditions of Approval
- Attachment D – Project Plans



RECEIVED

MAY 20 2016

City of Carmel-by-the-Sea
Planning & Building Dept.



RECEIVED

MAY 20 2016

City of Carmel-by-the-Sea
Planning & Building Dept.

64' High
10' Long





RECEIVED

MAY 20 2016

City of Camel-by-the-Sea
Planning & Building Dept.



RECEIVED

MAY 20 2016

City of Camel-by-the-Sea
Planning & Building Dept.

01/07/2016 10:38

RECEIVED

MAY 20 2015

City of Camel-by-the-Sea
Planning & Building Dept.

01/07/2016 10:38

RECEIVED

MAY 20 2016

**City of Carmel-by-the-Sea
Planning & Building Dept.**

01/07/2016 10:39



Image capture: Jun 2011 © 2016 Google



Attachment C – Conditions of Approval

AUTHORIZATION:

1. This approval of Design Review (DR 16-229) authorizes tenant improvements to a commercial building (La Playa Hotel) to include: (1) sound wall on first floor roof that surrounds the existing roof mounted kitchen exhaust system, as shown on the approved plan dated July 18, 2016.

SPECIAL CONDITIONS:

1. You are required to install tree protection, which will need to be reviewed and certified by the City Forester, prior to the issuance of the Building Permit.
2. The applicant shall apply for and obtain a building permit prior to commencing work.
3. This Design Review approval is valid for a period of eighteen months from date of approval, and hence, expires on January 17, 2018.
4. The texture and paint color of the proposed sound wall will be the same as that of the existing La Playa walls.
5. The applicant will cap the top of the sound wall with either a copper cap or galvanized metal cap that is powder coated to match the color of the existing La Playa building.
6. The stucco surface on the interior of the box will have a rough surface and include some type of metal ribs affixed to the interior wall in a random fashion that would “confuse” sound waves and keep as much sound as possible within the proposed box.
7. The applicant agrees, at the applicant’s sole expense, to defend, indemnify, and hold harmless the City, its public officials, officers, employees, and assigns, from any liability; and shall reimburse the City for any expense incurred, resulting from, or in connection with any project approvals. This includes any appeal, claim, suit, or other legal proceeding, to attack, set aside, void, or annul any project approval. The City shall promptly notify the applicant of any legal proceeding, and shall cooperate fully in the defense. The City may, at its sole discretion, participate in any such legal action, but participation shall not relieve the applicant of any obligation under this condition. Should any party bring any legal action in connection with this project, the Superior Court of the County of Monterey, California, shall be the situs and have jurisdiction for the resolution of all such actions by the parties hereto.

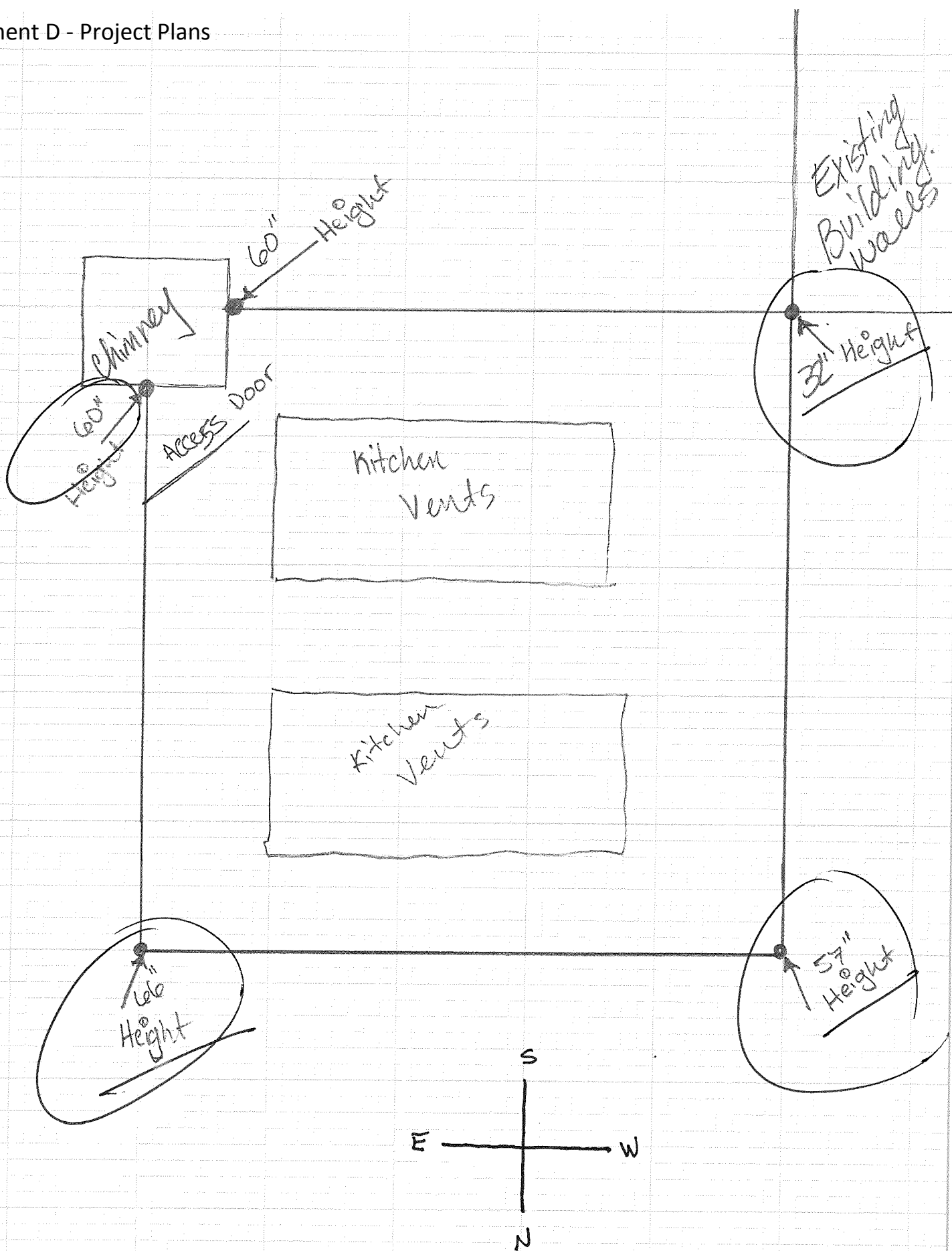
*Acknowledgement and acceptance of conditions of approval.

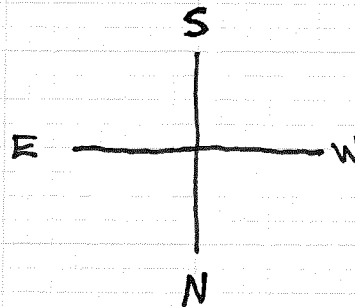
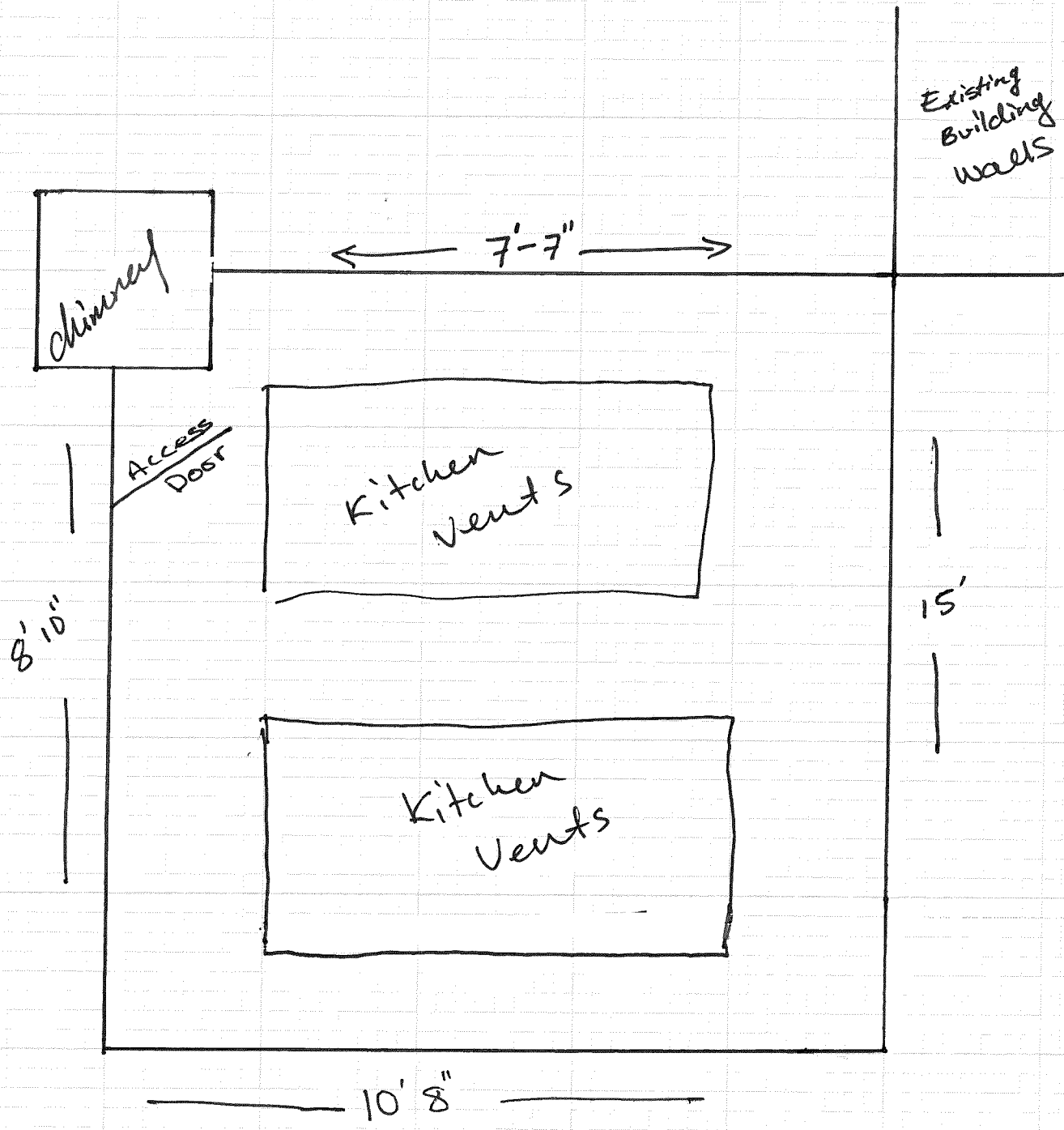
Property Owner Signature

Printed Name

Date

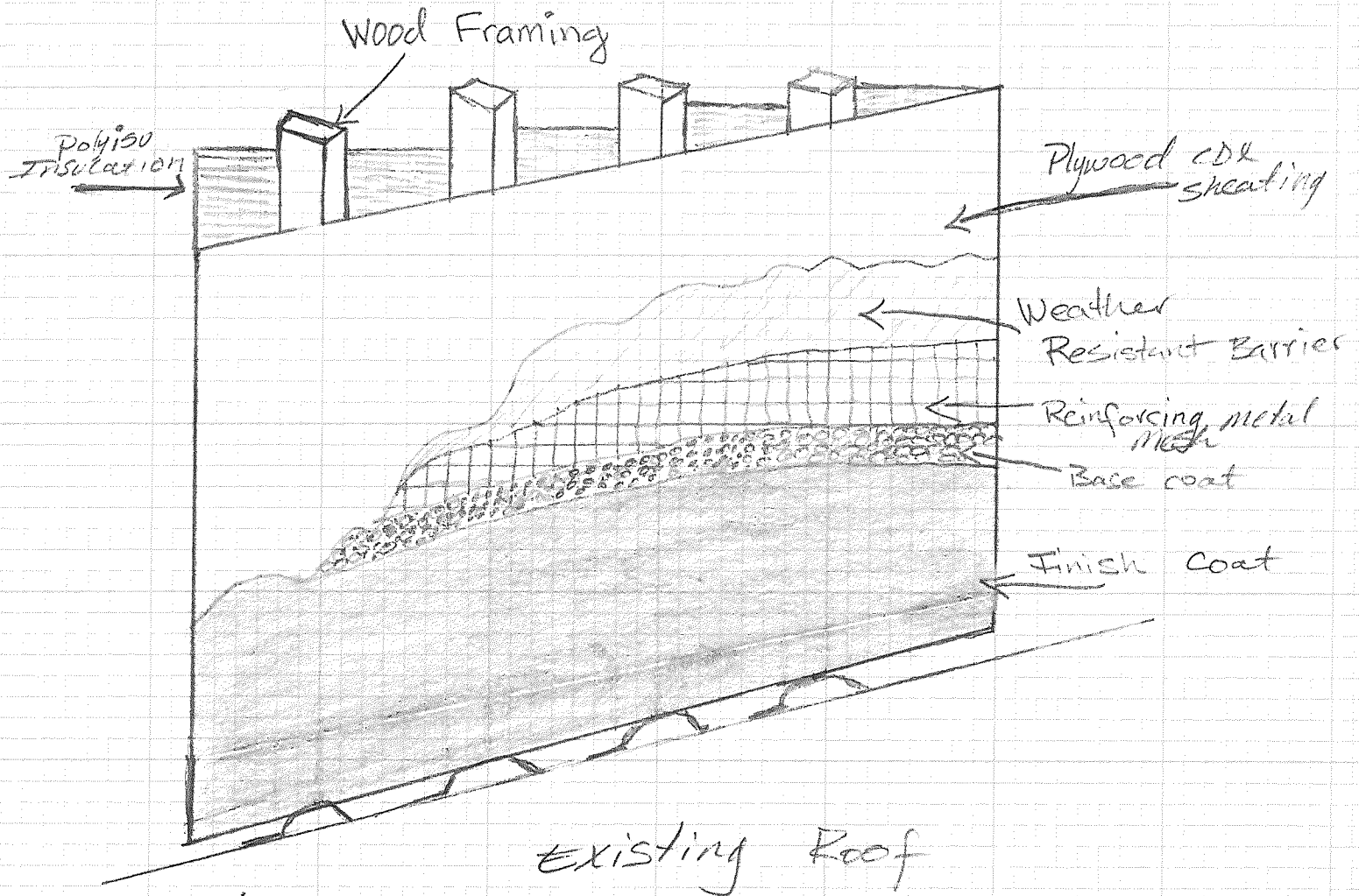
Once signed, this form must be returned to the Community Planning and Building Department.

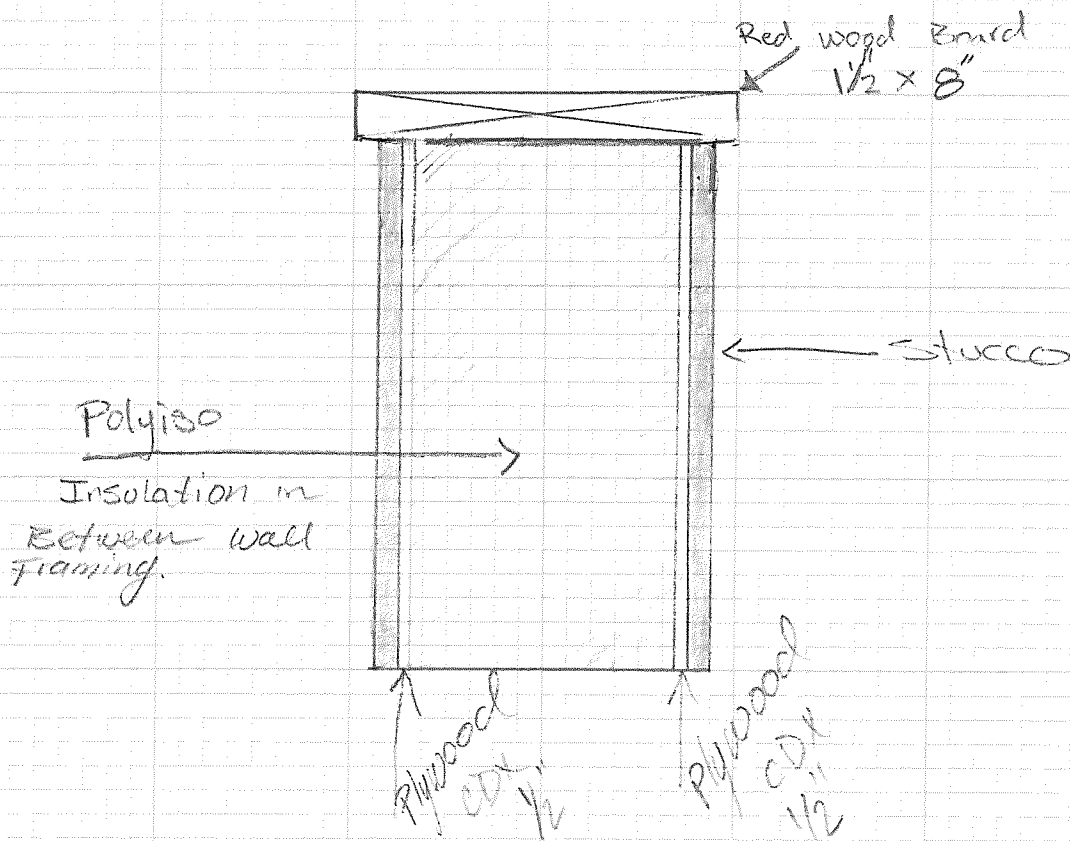




Inside &

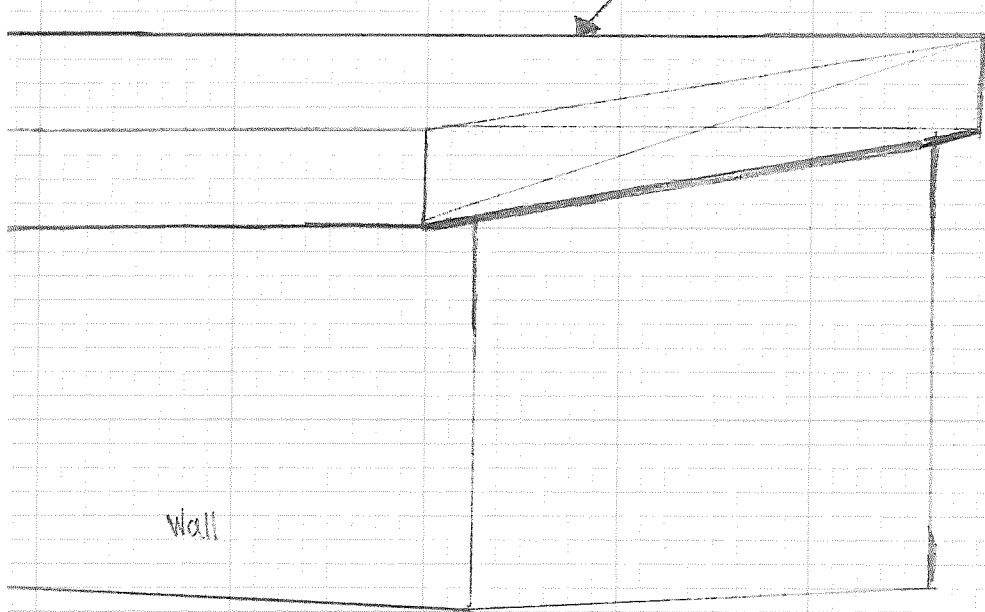
outside of the wall





Top of wall

Red wood Board





CITY OF CARMEL-BY-THE-SEA

Historic Resources Board

July 18, 2016

To: Chair Dyar and Board Members

From: Marc Wiener, Interim Community Planning and Building Director

Subject: Review of a Sign Application (SI 16-284) for the installation of a new interpretative panel at the Golden Bough Courtyard

Recommendation:

Review and provide feedback on the proposed sign.

| | | | |
|---------------------|------------------------------------|---------------|---------------|
| Application: | HE 15-168 | APN: | 010-210-009 |
| Block: | 74 | Lots: | 5 & 6 |
| Location: | SE Corner of Monte Verde and Ocean | | |
| Applicant: | Chris Tescher | Owner: | Dennis Levett |

Background and Project Description:

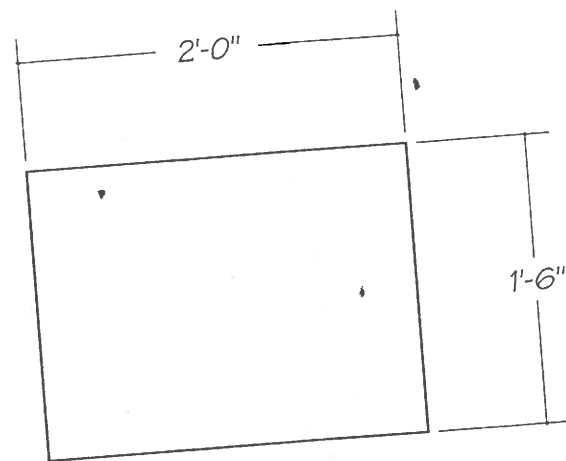
The subject property is located in the former Theater of the Golden Bough in the Court of the Golden Bough on the SE corner of Ocean Avenue and Monte Verde Street. The property is developed with a two-story 1,764-square foot building, now known as the Arches Building. The former Theater of the Golden Bough, designed by Edward G. Kuster, was constructed in 1924. Many of the neighboring Tudor style commercial buildings within the Court of the Golden Bough have been included on the Carmel Historic Resource Inventory for their association with the Golden Bough Theater, however, the theater building has been deemed ineligible due to loss of integrity.

The property owner, Mr. Dennis Levett, has commissioned the fabrication of an interpretative panel that would be located in the courtyard, adjacent to the chimney at the rear of the Cottage of the Sweets. The panel includes information on history of the Theater of the Golden Bough and Edward G. Kuster, along with historic images of the site. The panel would be placed on an approximately 2.5-foot high pedestal. The attached plans indicate that the sign will have

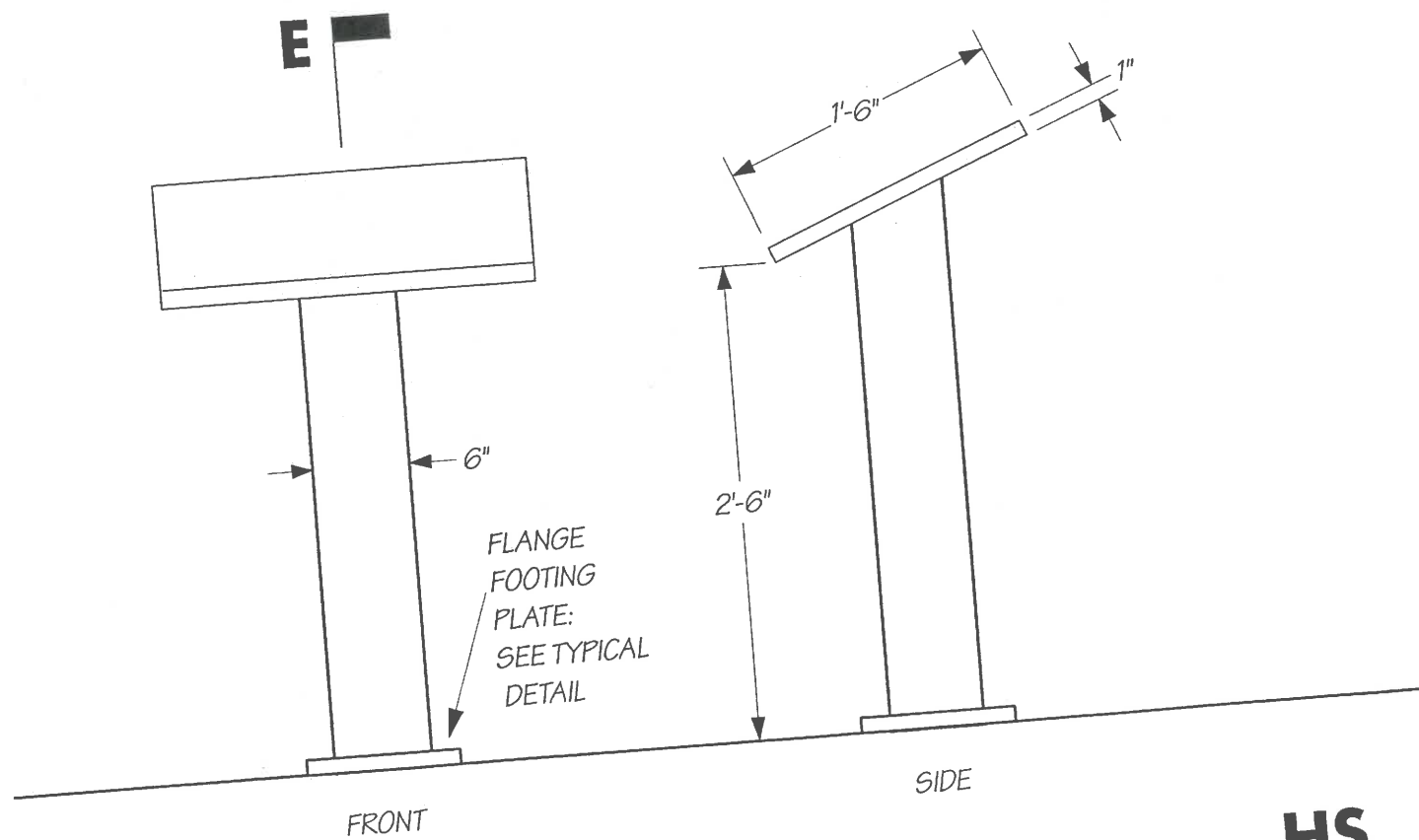
an area of 2' x 1.5', however, the applicant has indicated that the sign will be larger than what has been indicated. Staff is seeking the HRB's feedback on this proposed sign.

ATTACHMENTS:

- Attachment A – Sign Design



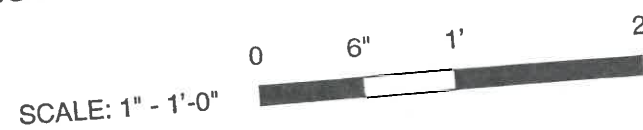
RECEIVED
JUN 27 2016
City of Carmel-by-the-Sea
Planning & Building Dept.

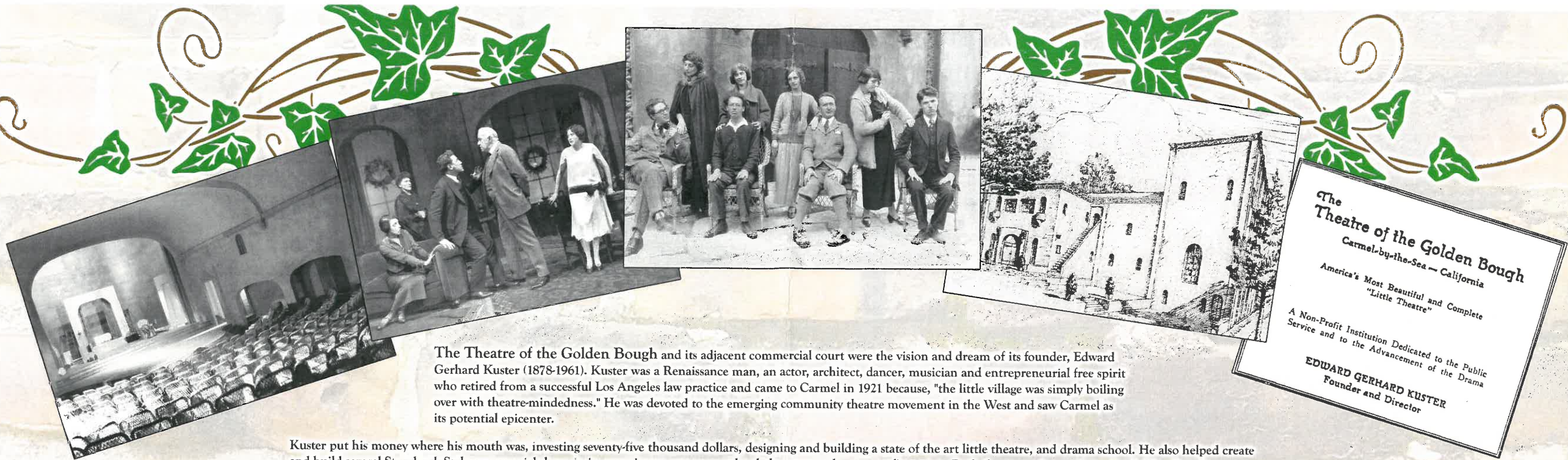


NOTE:
SHAPES SHOWN
ON THESE DWGS.
ARE APPROXIMATE.
USE SEPERATE
DIGITAL FILES TO
FABRICATE
PRODUCTS.

HISTORIC SITE SIGN

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The Theatre of the Golden Bough and its adjacent commercial court were the vision and dream of its founder, Edward Gerhard Kuster (1878-1961). Kuster was a Renaissance man, an actor, architect, dancer, musician and entrepreneurial free spirit who retired from a successful Los Angeles law practice and came to Carmel in 1921 because, "the little village was simply boiling over with theatre-mindedness." He was devoted to the emerging community theatre movement in the West and saw Carmel as its potential epicenter.

Kuster put his money where his mouth was, investing seventy-five thousand dollars, designing and building a state of the art little theatre, and drama school. He also helped create and build several Storybook Style commercial shops in its prominent corner parcel to help support the non-profit project. Both theatre and court bore the Golden Bough name, derived from a classical symbol for the imagination.

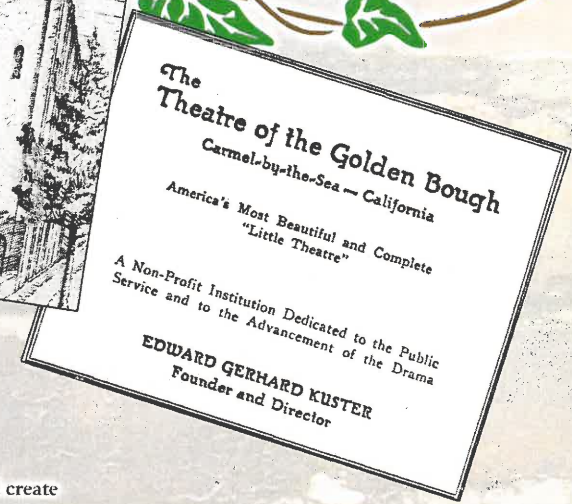
Constructed for experimental drama, the theatre featured a projecting semicircular platform connected to the main stage and indirect lighting. Critics nationwide praised the Golden Bough for the quality of productions and its comfort and beauty. The undertaking took about two years to complete, but when finished had a profound effect on the evolving community.

As editorialized in the *Carmel Pine Cone* in June of 1924, "*Carmel's new Theatre of the Golden Bough is significant of many things in the present day development of the drama and other creative arts... It is an embodiment of the highest type of mass-thought in the correlation of the arts, and makes...its founder, builder, architect, an outstanding figure in the dramatic history of the West, if not all of America.*"

The *San Francisco Daily News* called the Golden Bough the loveliest theatre in America, and stated, "*It is more than beautiful however: it represents today the most advanced step in theater design in the country.*"

More importantly, local author Daisy Bostick, writing for the *San Francisco Bulletin* in April, 1924 recognized the court's aesthetic appeal: "*There is a group of little shops that might well be transferred to an artist's canvas and labeled 'A bit of old Europe.' They have curving graceful roofs, some with mottled colors. Some are thatched, some reflecting copper tints when the sun filters through the pine trees.*"

Carmel's vocal civic leader and journalist Perry Newberry, nominated Edward Kuster to Carmel's Hall of Fame as the individual responsible for transforming the main street from a typical small western town "*into an Ocean Avenue of beauty and artistry.*" Both the art interests who sought to preserve Carmel as a community devoted to the art of living, and the business interests who saw the potential for profit, recognized the value of architectural excellence. The *Carmel Pine Cone* put it simply in a 1926 editorial, "*Line, color and appropriateness in business sections are active salesmen, inviting trade and enlarging trading areas. Architecture is the most important window dressing of a community.*"



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Above (left to right):

Golden Bough Theatre interior 1924. Indirect lighting, warm earth toned finishes, cushioned wicker arm chairs with unobstructed views, "created an atmosphere of simplicity, quiet and comfort."

Unknown play in production at the Golden Bough Theatre, "Ted" Kuster, in character, seated on arm of couch.

Kuster's acting school was directed by Maurice Browne, "father of the American little theater movement" seated left with hands on knees, & wife Ellen Van Volkenburg behind, & Kuster, with wife Helen behind, seated right with book, 1924.

1925 Illustration of the Golden Bough Theatre by local artist Mary Louise Legendre (1886-1947), for the *Carmel Pine Cone*.

Promotional advertisement.

Below (left to right):

In 1925, Novelist Harry Leon Wilson had builder Le Von Gottfried design Sadie's, a Tudor Style bar frequented by actors and musicians. Wilson's wife Helen had her Bloomin' Basement flower shop below.

Edward and Helen Kuster review plans for the Theatre of the Golden Bough adjacent to the newly moved and reconfigured Carmel Weavers Studio in the summer of 1923.

The same year Kuster looked to the Swedish Folktale illustrations of Edmond Dulac for his design of the Seven Arts Shop, constructed by Carmel Master-builder Michael J. Murphy.

Pediatrician Dr. Amelia Gates drew on Medieval Austrian sources for her 1924 mixed-use commercial building, constructed by Fred McCrary at the SE corner of Ocean and Monte Verde.



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