

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

Monday, October 20, 2014  
3:00 p.m. Tour  
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  
GREGORY CARPER  
ELINOR LAIOLO  
KATHRYN GUALTIERI  
JULIE WENDT

**B. TOUR OF INSPECTION**

Shortly after 3:00 p.m., the Board will leave the Council Chambers for an on-site Tour of Inspection as noted on “applications” section of the agenda. The public is welcome to follow the Historic Resource Board on its tour of the subject sites. The Board will return to 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. Consideration of the minutes of May 19, 2014 Historic Resources Board Meeting

**F. APPLICATIONS**

- |  |   |
|--|---|
| <p>1. MA 14-01 (Whittington)<br/>Charles Whittington<br/>SW corner of Ocean and Forest Avenue<br/>Block: 83, Lot: 1<br/>APN: 010-041-001</p> | <p>Consideration of a recommendation to the City Council to adopt a Mills Act (MA 14-01) Contract for an existing historic residence located in the Single Family Residential (R-1) Zoning District and a request to place the residence on the Carmel Register of Historic Resources</p> |
|--|---|

**G. SUBCOMMITTEE REPORT**

1. Establishment of a joint subcommittee to consider a historic survey of Mid-Century Modern buildings in the City
2. Historic Home of the Month Committee

**H. DISCUSSION ITEMS**

**I. BOARD MEMBER ANNOUNCEMENTS**

**J. DIRECTOR'S REPORT**

**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 7<sup>th</sup> Avenues during normal business hours.

The next regular meeting of the Historic Resources Board is scheduled for Monday, November 17, 2014.

3:15 p.m. – Tour of Inspection

4:00 p.m. – Regular Agenda

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, Robert A. Mullane, AICP, 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 Avenues and the Carmel Post Office and distributed to members of the media on October 17, 2014.*

Dated this 17<sup>th</sup>, day of October 2014 at the hour of 1:00 p.m.

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Robert A. Mullane, AICP  
Community Planning and Building Director

**MINUTES  
CITY OF CARMEL-BY-THE-SEA  
HISTORIC RESOURCES BOARD  
May 19, 2014**

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

**I. CALL TO ORDER AND ROLL CALL**

The meeting was called to order by Chair Erik Dyar at **4:00 p.m.**

**PRESENT:** Erik Dyar, Chair  
Gregory Carper  
Elinor Laiolo  
Julie Wendt

**ABSENT:** Kathryn Gualtieri

**STAFF PRESENT:** Rob Mullane, AICP, Community Planning and Building Director  
Roxanne Ellis, Acting Deputy City Clerk

**II. TOUR OF INSPECTION**

There was no tour of inspection since the Board had previously toured the property at several other meetings.

Chair Dyar called for roll call at **4:00 p.m.**

**III. PLEDGE OF ALLEGIANCE**

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

**IV. APPEARANCES**

There were no appearances.

**V. CONSENT AGENDA**

**VI. APPLICATIONS**

- |  |  |
|--|--|
| 1. DS 13-77 RV 01<br>2011 Carmel Property Trust<br>San Antonio 2 parcels NW of 4 <sup>th</sup><br>Block SD, Lot 10 | Consideration of a Plan Revision (DS 13-77 RV-01)<br>to an approved Design Study for alterations to a<br>historic residence located in the Single-Family<br>Residential (R-1), Beach and Riparian (BR), and<br>Archaeological Zoning Districts |
|--|--|

Rob Mullane, Planning and Building Director, presented the staff report and summarized the project.

Chair Dyar opened the public hearing at **4:19 p.m.**

Speaker #1: Abby Baker, Project Designer, provided additional details on the proposed application and fielded questions from the Board. She explained the applicant's design in variation #1 and variation #2.

Speaker #2: Liz Lufrano, Project Architect, spoke on the skylights in the hyphen, differences between variation #1 and #2, and results of the structural engineer. She explained that it was not possible to add more transparency to the hyphen without significantly altering the historic building.

Speaker #3: Laura Overett, Owner, briefly discussed the design and addressed questions from the Commission.

Speaker #4: Mary Liskin, neighbor, commented on her disapproval of the process

Seeing no more speakers, Chair Dyar closed the public hearing at **5:06 p.m.**

The Board thanked Ms. Liskin for her feedback. The Board expressed concern over the large size of the addition, the need for the hyphen to be transparent, differentiation between the historic building and new building.

Chair Dyar reopened public hearing **5:26 p.m.**

Abbey Baker, stated she would like an approval for either plan A or Plan B, she feels the project left historic structure as pristine as possible.

Laura Overett, Owner, addressed questions about the skylight and stated she is making minimal alterations to the original home.

Seeing no more speakers, Chair Dyar closed the public hearing at **5:44 p.m.**

The Board expressed no concern with the size of the addition, but did express concerns with the proposed increase in depth of the hyphen, the lack of transparency to the hyphen, and roof of the hyphen not being flat. Some of the members also were concerned with pages from the original plans being removed.

Commissioner **CARPER moved to issue a determination of consistency with the Secretary of Interior Standards on the condition that the previous comments and notes from the previous plans are brought back and made part of the plan and that variation be approved by the HRB and differentiation on all character defining features are differentiated from the historic resource. Motion seconded by Commissioner LAIOLO** and carried by the following roll call vote:

AYES: COMMISSIONERS: CARPER, LAIOLO, & WENDT  
NOES: COMMISSIONERS: CHAIR DYER  
ABSENT: COMMISSIONERS: GUALTIERI  
ABSTAIN: COMMISSIONERS: NONE

VII. **DISCUSSION ITEMS**

VIII. **BOARD MEMBER ANNOUNCEMENTS**

IX. **DIRECTOR'S REPORT**

Commissioner Wendt discussed the Historic Home of the Month Committee and stated to start with three articles as a buffer incase the committee was ever late in submitting an article.

Mr. Mullane announced the restructuring of the City's website and that Joe Headley would be starting with the city on June 9<sup>th</sup> as the new Building Official. Mr. Mullane also announces the opening for Planning Commission and the close date being the 23<sup>rd</sup> of June.

X. **ADJOURNMENT**

There being no further business to come before the Board, the meeting was adjourned at **6:03 p.m.**

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Rob Mullane, AICP, Community Planning and Building Director

ATTEST:

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Erik Dyar, Chair



CITY OF CARMEL-BY-THE-SEA

Historic Resources Board

October 20, 2014

**To:** Chair Dyar and Board Members

**From:** Rob Mullane, AICP, Community Planning and Building Director

**Submitted by:** Marc Wiener, Senior Planner

**Subject:** Consideration of a recommendation to the City Council to adopt a Mills Act (MA 14-01) Contract for an existing historic residence located in the Single Family Residential (R-1) Zoning District and a request to place the residence on the Carmel Register of Historic Resources

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**Recommendation:**

Recommend that the City Council adopt the Mills Act contract and place the residence on the Carmel Historic Register

**Application:** MA 14-01 **APN:** 010-041-001

**Block:** 83 **Lot:** 1

**Location:** Southwest corner of Ocean and Forest Avenue

**Property Owner:** Charles Whittington

**Background:**

This project site is located at the southwest corner of Ocean and Forest Avenues, and is developed with a one-story residence that was built in 1940. The residence was added to the City's Historic Inventory on April 16, 2002. The residence is historically significant under Criteria #3, in the area of architecture, as an excellent example of a Bay Area-style residence designed and constructed by master builder, Hugh Comstock. The residence may also be significant as the studio and home of noted California artist, Florence Gilbert Lockwood.

On June 23, 2014, 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 jurisdiction 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 the only Mills Act application received by the City in 2014.

**Staff analysis:**

**Staff Evaluation:** 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 and is listed on the Carmel Register.*

**Analysis:** The residence was designated as a historic resource on June 23, 2002, and placed on the City's Inventory of Historic Resources. However, the residence has not been listed on the City's Historic Register. Included with this Mill Act application is a request from the property owner to add the residence to the Historic Register. 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."*

There are currently 12 properties listed on the City's Historic Register. 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."* In addition, Municipal Code Section



17.32.100 allows benefits for properties listed on the Register such as the Mills Act, Building Permit fee reductions, and exceptions from zoning requirements. Staff supports the request to add the residence to the City's Historic 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 local historian, Kent Seavey. Mr. Seavey supports the maintenance plan and has concluded that it meets the intent of the Mills Act Program.

Finding #2 for 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.*" Staff is concerned that the proposed maintenance could be considered routine and is not fully consistent with the required finding.

Staff notes that a similar issue was identified with another Mills Act (MA 13-01) application that was reviewed by the HRB in 2013. The HRB chose to recommend approval of the contract because it was the only Mills Act application submitted to the City in 2013. The subject Mills Act (MA 14-01) application is the only one submitted to the City in 2014, and therefore the HRB could consider supporting it for the same reason.

**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.

**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, and 3) 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
- Attachment C – Photographs of Property
- Attachment D – DPR 523 Form
- Attachment E – Secretary of the Interior Standards
- Attachment F – Draft Mills Act Contract

*EXHIBIT A*

**LEGAL DESCRIPTION**

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

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHERN LINE OF OCEAN AVENUE WITH THE WESTERN LINE OF FOREST ROAD, AS SAID AVENUE AND ROAD ARE SHOWN ON THE MAP HEREIN AFTER REFERRED TO; RUNNING THENCE WESTERLY ALONG SAID LINE OF OCEAN AVENUE 100 FEET; THENCE SOUTHERLY PARALLEL WITH SAID LINE OF FOREST ROAD 50 FEET; THENCE EASTERLY PARALLEL WITH SAID LINE OF OCEAN AVENUE 100 FEET TO THE WESTERLY LINE OF FOREST ROAD; THENCE NORTHERLY ALONG SAID LAST NAMED ROAD 50 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF BLOCK NUMBERED 83, AS SAID BLOCK IS SHOWN ON THAT CERTAIN MAP ENTITLED, "MAP OF ADDITION NO. 5 TO CARMEL-BY-THE SEA, SURVEYED AUGUST AND SEPTEMBER 1907, H. B. FISHER, SURVEYOR AND C E. ", FILED FOR RECORD FEBRUARY 9, 1910, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, IN VOLUME 2 OF MAPS, "CITIES AND TOWNS", AT PAGE 22.

APN: 010-041-001

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

Exhibit B - S.W. Corner Ocean/Forest

Lockwood Studio Maintenance and Cost Estimate

June 30, 2014

Scheduled Work:	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Replace Water Heater TBD											
Paint Exterior & Trim							\$ 10,000.00				
Termite Inspection				\$ 250.00			\$ 300.00			\$ 350.00	
Replace Porch & Walkway									\$ 7,000.00		
Maintain 8 Oak Trees, Gutters, Landscape		\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00
Service Furnace		\$ 200.00			\$ 200.00	\$ 2,000.00		\$ 200.00			
Chimney Sweep		\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
Replace Thresholds (3)					\$ 1,500.00						
Roof Inspections			\$ 250.00			\$ 250.00			\$ 250.00		
Replace Roof w/ Wood Shingle										TBD	
Install Copper Gutters 35'							\$ 1,550.00				
Replace 100' French Drain			\$ 2,500.00								\$ 1,500.00
Change Bath Fixtures to 1940s Style				\$ 1,500.00							
<b>TOTALS</b>	\$ -	\$ 1,600.00	\$ 4,150.00	\$ 3,150.00	\$ 3,100.00	\$ 3,850.00	\$ 11,950.00	\$ 3,400.00	\$ 8,900.00	\$ 2,000.00	\$ 3,150.00
<b>Total for 2014 - 2024</b>											<b>\$45,250.00</b>

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McMahan Construction  
 CA. License #546065  
 831-659-5178

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

Kent Seavey  
 Architectural Historian  
 831-375-8739

KENT L. SEAVEY  
310 LIGHTHOUSE AVENUE  
PACIFIC GROVE, CALIFORNIA 93950  
(831)375-8739

September 1, 2014

Mr. Marc Weiner / Senior Planner  
Carmel Planning & Building Department  
City of Carmel by-the-Sea  
P.O. Drawer G  
Carmel, CA 93921

Dear Mr. Weiner:

Thank you for the opportunity to review the the Mills Act Request for the Florence Lockwood Studio/Hse at the SW cr. of Ocean & Forest (APN#010-041-001), in Carmel, owned by Charles Whittington & Marilyn Ross.

The subject property, designed and constructed in 1940 by Carmel master builder Hugh Comstock, is listed in the 2003 Carmel Resource Inventory as significant under California Register Criterion 3, in the area of architecture as an excellent and almost unaltered example of a Second Bay Area Style residence. It may also be significant as the studio and home of noted California artist Florence Gilbert Lockwood (1896-1963) (see DPR 523 documentation provided).

I reviewed the proposed budget, and then made a field visit to view the property, observing it from both Ocean, and Forest Avenues. The residence appears, from the exterior, to be in reasonable repair and well maintained.

I then reviewed *The Secretary of the Interior's Standards for Preservation*, the set of Standards most relevant to the the intent of the Mills Act, to determine if the budget provided addressed the salient points in the Preservation Standards.

The majority of the treatments identified in the budget concern the ongoing maintenance of the property, because, as noted above, it has been cared for in the past. The salient Preservation Standards for compliance with the intent of the Mills Act are, Standard #2, #3, #5 & #6, all of which denote a continued maintenance approach to care.

This is because it is assumed at the outset that building materials and character-defining features are essentially intact.

As stated in the Preservation Standard, "This may be as simple as basic maintenance of existing materials and features...Protection, maintenance and repair are emphasized while replacement is minimized. Other tools for preservation, such preparation of an historic structures report, undertaking laboratory testing and/or use of specific conservators, are intended for historic resources at a higher level of significance than the Lockwood studio/home, which continues in its historic use as a residence and studio (see copy of the Secretary of the Interior's Standards for Preservation provided).

The budget proposed by the owners to apply for consideration of a Mills Act contract is reasonable, and meets the criteria and intent of the program.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "K. J. S. Seavey". The signature is written in a cursive style with a long, sweeping underline.

Attachment C - Photographs of Property



East elevation of residence



Northeast Elevation



South Elevation - Front entry



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) Florence Lockwood Studio/ Hse

P1. Other Identifier:

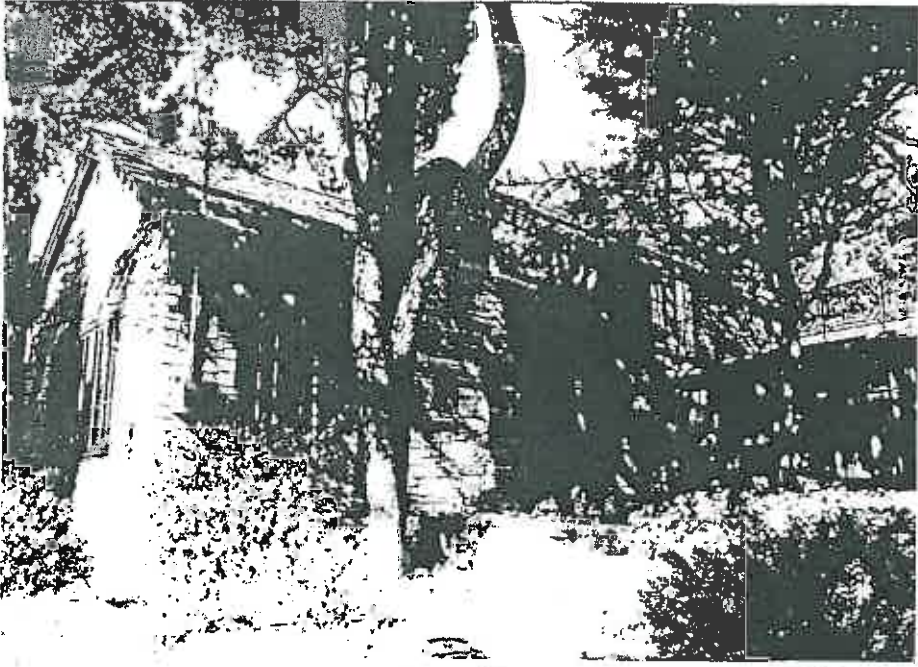
P2. Location: Not for Publication Unrestricted a. County *Monterey*  
 and (P2b and P2c or P2d. Attach a Location Map as necessary.)  
 b. USGS 7.5' Quad Date T ; R ; 1/4 of 1/4 of Sec ; B.M.  
 c. Address: City *Carmel by-the-Sea* Zip *93921*  
 d. UTM: (Give more than one for large and/linear resources) mE/ mN  
 e. Other Locational Data (Enter Parcel #, legal description, directions to resource, elevation, etc., as appropriate)  
*SW cr. Ocean and Forest*

Parcel No. *010-041-001*

P3. Description (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)  
*A one-story, wood-framed Bay Area style studio/residence, irregular in plan, resting on a concrete foundation. The exterior wall cladding is a wide, horizontal shiplap wood siding. The medium pitch roof is side-gabled and stepped toward the west. Originally covered in a wood shake, it is presently capped w/ a cementitious shingle w/the appearance of wood shake. The rafter tails are exposed, and rounded on the ends. The main roof extension is found as a shed roof over a one-bay deep south facing bedroom wing at the west side of the building. A much shorter shed roof extension is found as a door-hood over the principal entry, facing south at the SE end of the building. The entry door is a vertically planked Dutch type. The roof plane on the north side elevation lifts up to form a shallow, shed roofed wall-dormer, capping a massive nine-light studio window. An exterior gable-wall chimney is found centered in the ridge line of the east side elevation. The entire wall including the chimney is faced with Carmel stone. This feature also has three lights, matching in size and alignment capping the north edge of the shed roof. Fenestration is otherwise single and paired multi-paned wood casement type, w/ a band of three full height outward opening glazed doors, directly west of the principal entry.*

P4. Resource Attributes: (List attributes and codes)  
 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: 3039-.

P6. Date Constructed/Age and Sources:  
 Prehistoric  Historic  Both  
*1940 Carmel bldg. records*

P7. Owner and Address  
*Jane Brown & Peter Hoag  
 2240 California Street  
 San Francisco, CA 94115*

P8. Recorded by: (Name, affiliation, and address)  
*Kent L. Seavey, Preservation Consultant, 310  
 Lighthouse Ave., Pacific Grove, CA 93950*

P9. Date Recorded: *4/17/2002*

P10. Survey Type: (Describe)  
*Carmel Historic Resource Inventory -2001*

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

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

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

161

Primary #

HRI #

Trinomial

CONTINUATION SHEET

Name of Resource Name or #: (Assigned by recorder)

Florence Lockwood Studio/ Hse

Recorded by: Kent L. Seavey

Date 4/17/2002

Continuation Update

*P3. The house sits just below Ocean Ave. at the cr. of Forest, on a SW sloping lot, behind a high, flush-board fence along Ocean, in a well forested landscape setting of mature pines, oaks and dense shrubbery.*

*B10. It is clear from his residential work in the mid 1930s that he was aware of, and influenced by the work of Wm. W. Wurster, who had done several homes in Carmel, including the 1932 Converse House. Many of Comstock's residences of this period reference Wurster's and other California regionalists interest in vernacular forms. The Lockwood Studio/Hse. reflects not only how much he learned, but how sophisticated "the builder of dreams" could be. The textured Carmel stone wall, and the elegant proportions of the studio north window clearly reveal Comstock's ability to always keep in mind the suitability of his structural forms to the land on which they were sited; their practicality of use, and their permanence of beauty.*

*A native of Santa Cruz, Florence G. Lockwood studied at the Mark Hopkins Institute of Art in San Francisco She resided in Burlingame until she came to the Monterey peninsula in 1928. She was an early and active member of the Carmel Art Association, and exhibited her work at the Golden Gate International Exposition at Treasure Island in 1940, the year the studio/hse. was constructed. She lived in the house until her death in 1963.*

*The Lockwood studio/hse. reflects Carmel's pronounced taste for creativity and individualism. The Bay Area style was a logical extension of the Arts and Crafts aesthetic that prevailed the community during its early years of development. The property is consistent with the findings of the 1997 Carmel Historic Context Statement under the theme of architectural development.*

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

**BUILDING, STRUCTURE, AND OBJECT RECORD**

HRI #

Primary #

ge of

NRHP Status Code

5S1

Resource Name or #: (Assigned by recorder) *Florence Lockwood Studio/ Hse*

B1. Historic Name: *Florence Lockwood Studio/ Hse*

B2. Common Name: *Rocking Horse*

B3. Original Use: *studio/residence*

B4. Present Use: *residence*

B5. Architectural Style: *San Francisco Bay Area style (Second generation)*

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

*Constructed 1940 (Cbp #709); reroof 1993 (Cbp #93-85)*

B7. Moved? No Yes Unknown Date:

Original Location:

B8. Related Features:

B9a. Architect: *designer/Hugh Comstock*

b. Builder: *Hugh Comstock*

B10. Significance: Theme: *Architectural Development*

Area: *Carmel by-the-Sea*

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

Applicable Criteria: *CR 3*

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

*The Florence Lockwood Studio/Hse. is significant under California Register criterion 3, in the area of architecture as an excellent and almost unaltered example of a design by one of Carmel's most noted master builders, Hugh Comstock, midway in his design career.*

*The Lockwood Studio/Hse. design conveys all of the accepted characteristics of the San Francisco Bay Regional style of architecture. It is a residential dwelling, small in scale, very woodsy with its exterior redwood siding, strongly suggesting a visual mode that is vernacular and anti-urban. In this case, read separately, the east and west side elevations reflect respectively early California adobe, and pioneer saltbox sources. The house is beautifully sited, and respective of its "place" in the landscape. It also has its share of visual and ideological contradictions. The integration of the east side elevation's chimney into a full Carmel stone wall is a very unusual expression of the local material. The massive studio window in the north wall, treated as a wall dormer both reflects earlier building traditions and looks forward to postmodernist expression. Of interest is the fact that the original drawings of the residence show vertical board-and-batten as the exterior wall cladding, and an adobe chimney. As there is no evidence in the record of building permits to the contrary, it can be assumed that the existing exterior finishes were those that were used in construction in 1940.*

*Hugh Comstock (1893-1950) has been recognized for his early design of the storybook cottages that continue to influence residential design in Carmel, and for his introduction of a variety of innovative construction methods & materials, especially his Acradobe block, and Post-adobe building system.*

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

B12. References:

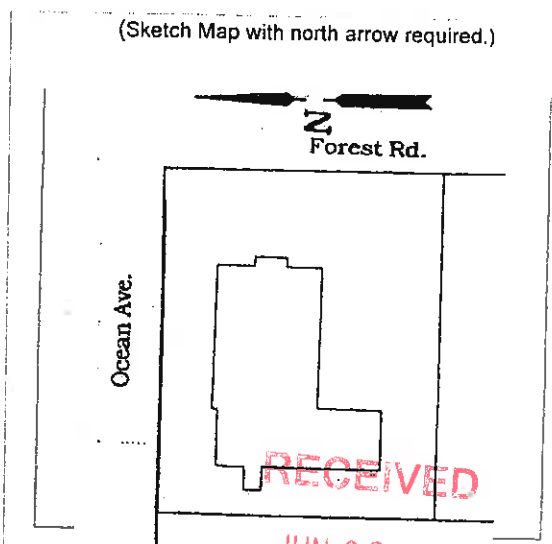
- Carmel bldg. records, Carmel Planning Dept., City Hall, Carmel*
- Carmel Historic Context Statement, 1997*
- Hughes, M. E., Artists in California 1786-1940, Hughes Pub:San Francisco, 1989*
- Seavey, Kent, Monterey County Architects and Builders, unpublished manuscript*

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

B14. Evaluator: *Kent L. Seavey*

Date of Evaluation: *4/17/2002*

(This space reserved for official comments.)



**RECEIVED**  
**JUN 23 2014**  
**City of Carmel-by-the-Sea**  
**Planning & Building Dept.**

162

Attachment F – Draft Mills Act Contract

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 2<sup>nd</sup> day of December, 2014 by and between the CITY OF CARMEL-BY-THE-SEA a municipal corporation (hereinafter referred to as “City”), and Charles Whittington (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 Carpenter and Fifth Avenue (APN: 010-041-001), 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 2015, 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). After year five (5) of the contract, Owner shall submit a maintenance and rehabilitation plan for the years not currently covered in Exhibit "B."
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.
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: Charles Whittington  
PO Box 457  
Big Sur, CA 93920

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. 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.

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: Doug Schmitz

Title: City Administrator

PROPERTY OWNER:

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

Date: \_\_\_\_\_

Name: Charles Whittington