



CITY OF CARMEL-BY-THE-SEA HISTORIC RESOURCES BOARD

Jordan Chroman, Erik Dyar, Esther Goodhue, Karyl
Hall, Kathy Pomeroy

All meetings are held in the City Council Chambers
East Side of Monte Verde Street
Between Ocean and 7th Avenues

REGULAR MEETING Monday, August 21, 2023

TOUR TIME 3:00 PM

MEETING 4:00 PM

THIS MEETING WILL BE HELD VIA TELECONFERENCE AND IN PERSON AT CITY HALL. The public is welcome to attend the meeting in person or remotely via Zoom; however, the meeting will proceed as normal even if there are technical difficulties accessing Zoom. The City will do its best to resolve any technical issues as quickly as possible.

To attend in person, visit the City Council Chambers at City Hall located on Monte Verde Street between Ocean and Seventh Avenues. To view or listen to the meeting remotely, you may access the YouTube Live Stream at:

<https://www.youtube.com/@CityofCarmelbytheSea/streams>, or use the link below to view or listen to the meeting via Zoom teleconference:

[https://ci-carmel-ca-us.zoom.us/j/88991263922?](https://ci-carmel-ca-us.zoom.us/j/88991263922?pwd=TFVQTUFVMjA5c1I2STdDQU94V1I0UT09)

[pwd=TFVQTUFVMjA5c1I2STdDQU94V1I0UT09](https://ci-carmel-ca-us.zoom.us/j/88991263922?pwd=TFVQTUFVMjA5c1I2STdDQU94V1I0UT09). To listen to the Zoom meeting via telephone, dial +1 312 626 6799. Meeting ID: 889 9126 3922. Passcode: 930 359.

HOW TO OFFER PUBLIC COMMENT: Public comment may be given in person at the meeting, or using the Zoom teleconference module, provided that there is access to Zoom during the meeting. Zoom comments will be taken after the in-person comments. The public can also email comments to mwaffle@ci.carmel.ca.us. Comments must be received 2 hours before the meeting in order to be provided to the legislative body. Comments received after that time and up to the beginning of the meeting will be made part of the record.

The COVID-19 Community Level for Monterey County as of the date of this agenda posting on 8/18/2023 is LOW. Wearing a face mask to attend a meeting of a legislative body inside a City facility is optional when the Community Level is LOW or MEDIUM. Seating will be limited and available on a first-come, first-served basis.

CALL TO ORDER AND ROLL CALL - TOUR

TOUR OF INSPECTION

The Historic Resources Board will meet and convene the public hearing at the first location listed below on the Tour of Inspection. The public is welcome to join the Board on its tour. The tour is intended only to give the Board an opportunity to view project sites scheduled for a public hearing later that day. No deliberations on the merits of projects will take place during the Tour of Inspection. Following completion of the tour, the Board will recess and return to the Council Chambers to reconvene the public hearing at 4:00 p.m., or as soon thereafter as possible.

- A. **MA 23-117 (Griffin)** - 3rd Avenue 2 northwest of Junipero Street
- B. **MA 23-116 (Esperanza Carmel, LLC)** - 26336 Scenic Road
- C. **MA 23-103 (Cypress Inn)** - Northeast corner of Lincoln Street and 7th Avenue

CALL TO ORDER AND ROLL CALL - CHAMBERS

PLEDGE OF ALLEGIANCE

PUBLIC APPEARANCES

Members of the public are entitled to speak on matters of municipal concern not on the agenda during Public Appearances. Each person's comments shall be limited to 3 minutes, or as otherwise established by the Chair. Matters not appearing on the agenda will not receive action at this meeting and may be referred to staff. Persons are not required to provide their names, and it is helpful for speakers to state their names so they may be identified in the minutes of the meeting.

ANNOUNCEMENTS

CONSENT AGENDA

Items on the consent agenda are routine in nature and do not require discussion or independent action. Members of the Board or the public may ask that any items be considered individually for purposes of Board discussion and/ or for public comment. Unless that is done, one motion may be used to adopt all recommended actions.

- 1. Adoption of Minutes: May 15, 2023 Regular Meeting
- 2. Adoption of Minutes: June 19, 2023 Regular Meeting
- 3. Adoption of Minutes: July 17, 2023 Regular Meeting

PUBLIC HEARINGS

- 4. **MA 23-146 (Lopez 5 NW, LLC):** Consideration of adding a historic resource to the Carmel Register and making a recommendation to the City Council on a Mills Act Contract application, MA 23-146 (Lopez 5 NW, LLC), for the historic "Cosmas House" located on Lopez Avenue 5 northwest of 4th Avenue in the Single-Family Residential (R-1) District. APN 010-232-028. **CONTINUE TO A DATE UNCERTAIN.**
- 5. **MA 23-103 (Cypress Inn):** Consideration of making a recommendation to the City Council on a Mills Act Contract application, MA 23-103 (Cypress Inn), for the historic "La Ribera Hotel" listed on the Carmel Register and located on the northeast corner of Lincoln Street and 7th Avenue in the Residential-Commercial (R-C) District. APN 010-147-008.
- 6. **MA 23-116 (Esperanza Carmel, LLC):** Consideration of making a recommendation to the City Council on a Mills Act Contract application, MA 23-116 (Esperanza Carmel, LLC), for the historic "Mrs. Clinton Walker House" listed on the Carmel Register and

located at 26336 Scenic Road in the Single-Family Residential (R-1) District. APN 009-423-001.

7. **MA 23-117 (Griffin):** Consideration of adding a historic resource to the Carmel Register and making a recommendation to the City Council on a Mills Act Contract application, MA 23-117 (Griffin), for the historic "Agnes Shorting House" located on 3rd Avenue 2 northwest of Junipero Avenue in the Single-Family Residential (R-1) District. APN 010-108-007.

DIRECTOR'S REPORT

FUTURE AGENDA ITEMS

8. Next Regular Meeting: September 18, 2023

ADJOURNMENT

This agenda was posted at City Hall, Monte Verde Street between Ocean Avenue and 7th Avenue, Harrison Memorial Library, located on the NE corner of Ocean Avenue and Lincoln Street, the Carmel-by-the-Sea Post Office, 5th Avenue between Dolores Street and San Carlos Street, and the City's webpage <http://www.ci.carmel.ca.us> in accordance with applicable legal requirements.

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

Any supplemental writings or documents distributed to a majority of the Historic Resources Board regarding any item on this agenda, received after the posting of the agenda will be available at City Hall located on Monte Verde Street between Ocean and Seventh Avenues during regular business hours.

SPECIAL NOTICES TO PUBLIC

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at 831-620-2000 at least 48 hours prior to the meeting to ensure that reasonable arrangements can be made to provide accessibility to the meeting (28CFR 35.102-35.104 ADA Title II).

LATE CORRESPONDENCE

9. **PUBLIC CORRESPONDENCE:** Public Hearings and/or other items appearing on the Agenda
10. **PUBLIC CORRESPONDENCE:** Additional items not associated with Public Hearings or other items on the agenda



CITY OF CARMEL-BY-THE-SEA HISTORIC RESOURCES BOARD Staff Report

August 21, 2023
CONSENT AGENDA

TO: Historic Resources Board Commissioners

SUBMITTED BY: Leah Young, Administrative Coordinator

SUBJECT: Adoption of Minutes: May 15, 2023 Regular Meeting

RECOMMENDATION:

BACKGROUND/SUMMARY:

FISCAL IMPACT:

ATTACHMENTS:

Attachment 1: May 15, 2023 Regular Meeting Minutes

**REGULAR MEETING
Monday, May 15, 2023
4:00 p.m.**

CALL TO ORDER AND ROLL CALL

The following members of the Board were present: Erik Dyar, Esther Goodhue, Karyl Hall, Kathy Pomeroy, and Jordan Chroman.

The following members of the Board were absent: None.

PLEDGE OF ALLEGIANCE

PUBLIC APPEARANCES

The following members of the public appeared before the Board: None.

ANNOUNCEMENTS

Board Member Dyar announced that AIA Monterey Bay is having its final discussion and presentation on the recent Housing Series at Sand Box in Sand City at 6:00 p.m. on Thursday, May 18, 2023.

CONSENT AGENDA

Item 1: Adoption of Minutes: February 27, 2023 Special Meeting

Board Member Pomeroy voiced concern regarding the February 27, 2023 minutes, as they did not include a key reason for deeming the Nielsen Market Map Board a historic item: concern that the map board will further deteriorate.

It was moved by Board Member Pomeroy and seconded by Board Member Goodhue to adopt the February 27, 2023 Special Meeting Minutes with the following amendment added to the list of reasons the Nielsen Market Map Board should be considered a historic item ("Item A, Nielsen Market Map Board"): concern that the map board will further deteriorate.

The motion passed by the following roll call vote:

AYES:	Board Member(s): Dyar, Goodhue, Hall, Pomeroy, Chroman
NOES:	Board Member(s): None
ABSTAINED:	Board Member(s): None
ABSENT:	Board Member(s): None

Item 2: Adoption of Minutes: March 20, 2023 Regular Meeting

It was moved by Board Member Hall and seconded by Board Member Goodhue to adopt the March 20, 2023 Regular Meeting Minutes.

The motion passed by the following roll call vote:

AYES: Board Member(s): Dyar, Goodhue, Hall, Pomeroy, Chroman
NOES: Board Member(s): None
ABSTAINED: Board Member(s): None
ABSENT: Board Member(s): None

ORDERS OF BUSINESS

Item 3: Consider amending the Historic Resources Board Rules of Procedure to convene meetings on-site at the location of the first item on the Tour of Inspection.

Marnie Waffle, Principal Planner, gave a presentation, explained the current Rules of Procedure in conjunction with the proposed amendment, and answered questions of the Board.

Chair Chroman opened the public hearing. The following members of the public appeared before the Board: None.

The public hearing was closed.

It was moved by Board Member Dyar and seconded by Board Member Goodhue to amend the Historic Resources Board Rules of Procedure to convene meetings on-site at the location of the first item on the Tour of Inspection.

The motion passed by the following roll call vote:

AYES: Board Member(s): Dyar, Goodhue, Hall, Pomeroy, Chroman
NOES: Board Member(s): None
ABSTAINED: Board Member(s): None
ABSENT: Board Member(s): None

Item 4: Revised proposal from Historic Resources Board Member Karyl Hall for a new City policy to protect selected non-historic Carmel homes from demolition/exterior remodeling.

Marnie Waffle, Principal Planner, gave a brief overview of the proposal and then referred the presentation to Board Member Hall.

Board Member Hall gave a presentation and addressed questions of the Board.

Chair Chroman and Board Member Goodhue stated the characteristics are too particular (e.g., carved doors).

Board Member Goodhue expressed the need to protect modern homes, too.

Chair Chroman said the requirements for Level 2 are non-existent; any house can be qualifying.

Board Member Dyar warned about "historic" designations that could run afoul of certified local government requirements.

Board Member Goodhue said there should not be a limit on style (e.g., modern styles should not be excluded.)

Board Member Dyar stated that some of the incentives are already allowed, and the tree removal incentive would be more for the Forest & Beach Commission.

Board Member Goodhue stated she did not like the idea of drainage waivers.

Chair Chroman said that future owners would have no incentive to keep the house the way it is.

Chair Chroman stated that if the program is only applied to “cottages,” then the program will not be doing itself justice. Board Member Goodhue agreed with Chair Chroman.

Board Member Dyar said that preserving aging housing stock is an admirable goal and the general consensus is that it is a good idea. Dyar’s thoughts regarding a “Mission Statement” included his opinion that the word “style” should be eliminated from the program, rather than excluding one style by accident; specific styles should not be named. Dyar further stated that he would like to see a final product before the program is presented to the City Council.

Chair Chroman suggested Board Members send Board Member Hall their notes and then work on an executive summary.

Board Member Dyar suggested the Board keep whatever is sent to City Council as general as possible.

Chair Chroman suggested the removal of some of the more descriptive elements.

Board Member Dyar asked how many houses would be eligible.

Chair Chroman opened the public hearing. The following members of the public appeared before the Board: David O’Neil.

The public hearing was closed.

It was moved by Board Member Goodhue and seconded by Board Member Pomeroy to continue the “Level 2” proposal discussion to the next meeting with edits as directed by the Board, and Board Member Hall to complete the edits.

The motion passed by the following roll call vote:

AYES:	Board Member(s): Dyar, Goodhue, Hall, Pomeroy, Chroman
NOES:	Board Member(s): None
ABSTAINED:	Board Member(s): None
ABSENT:	Board Member(s): None

DIRECTOR'S REPORT

Marnie Waffle, Principal Planner, gave the report and answered questions of the Board.

- **Housing Ad Hoc Committee Meeting:** Scheduled in the City Council Chambers on May 24, 2023 at 5:30 p.m.; everyone was encouraged to participate in person or via Zoom. Topics will include potential housing sites and programs for the next eight years.
- **Scanning and Digitizing of Property Files:** The project is nearly complete; the GIS Mapping Tool includes detailed aerial views and digital copies of plans and other property file documents that are now available online. The physical files have been moved from City Hall and are being professionally archived and preserved. Waffle acknowledged Brandon Swanson, Director of Community Planning and Building, for

Attachment 1

his direction and efforts in making possible the completion of this laborious task. The next phase of this project will be to scan in copies of old (mostly rolled) plans currently being stored at the Vista Lobos facility.

FUTURE AGENDA ITEMS

Item 5: Next Regular Meeting: June 19, 2023

ADJOURNMENT

5:44 p.m.

APPROVED:

ATTEST:

Jordan Chroman, Chair

Brandon Swanson, Recording Secretary



CITY OF CARMEL-BY-THE-SEA HISTORIC RESOURCES BOARD Staff Report

August 21, 2023
CONSENT AGENDA

TO: Historic Resources Board Commissioners

SUBMITTED BY: Leah Young, Administrative Coordinator

SUBJECT: Adoption of Minutes: June 19, 2023 Regular Meeting

RECOMMENDATION:

BACKGROUND/SUMMARY:

FISCAL IMPACT:

ATTACHMENTS:

Attachment 1: June 19, 2023 Regular Meeting Minutes

**REGULAR MEETING
Monday, June 19, 2023**

**TOUR TIME 3:00 PM
MEETING 4:00 PM**

CALL TO ORDER AND ROLL CALL - TOUR

The following Board Members were present for the Tour of Inspection: Erik Dyar, Esther Goodhue, Karyl Hall, and Jordan Chroman.

The following Board Members were absent for the Tour of Inspection: Kathy Pomeroy.

Project Tour: DS 22-396 (Ramos) - Northeast corner of 12th and San Antonio Avenues

Project Tour: DR 23-058 (Esperanza Carmel Commercial, LLC) - Lincoln Street 3 southwest of Ocean Avenue

CALL TO ORDER AND ROLL CALL – CHAMBERS

The following Board Members were present: Erik Dyar, Esther Goodhue, Karyl Hall, and Jordan Chroman.

The following Board Members were absent: Kathy Pomeroy.

PLEDGE OF ALLEGIANCE

PUBLIC APPEARANCES

The following members of the public appeared before the Board: None.

ANNOUNCEMENTS

None.

ORDERS OF BUSINESS

Item 1: Revised “Level 2” proposal from Historic Resources Board Member Karyl Hall for a new City policy to protect selected non-historic Carmel homes from demolition/exterior remodeling.

Chair Chroman recapped the previous discussion and explained the intent of Item 1 for purposes of this meeting.

Board Member Hall gave an update and noted that this is a “concept” and hopes it can be sent to City Council.

Board Member Dyar said if the program is taken to City Council, it should include examples of homes to which the program would apply; if incentives were in place, it should be clear how they would be utilized. Dyar said the title may need to be reconsidered, because it is not a historic review. Dyar stated that David DiGiralamo’s email to the Board brought up some good points. Dyar asked how the program would test houses for integrity and which sections of the General Plan is being referred to.

Board Member Goodhue said she was confused about how the process works, as far as when the program commences in the planning process. Goodhue stated that the design should line up with the Secretary of the Interior's Standards when considering architectural styles.

Chair Chroman asked the Board if they believed the program was ready to be presented to City Council for direction.

It was moved by Board Member Hall and seconded by Board Member Dyar that the program was ready for the City Council agenda in August of 2023, Board Member Hall should be the representative, and Hall will return to the next Historic Resources Board Meeting with a draft presentation.

The motion passed by the following roll call vote:

AYES:	Board Member(s): Dyar, Goodhue, Hall, Chroman
NOES:	Board Member(s): None
ABSTAINED:	Board Member(s): None
ABSENT:	Board Member(s): Pomeroy

PUBLIC HEARINGS

Item 2: DR 23-058 (Esperanza Carmel Commercial, LLC): Consideration of a Determination of Consistency with the Secretary of the Interior's Standards for an after-the-fact addition of Mediterranean tiling below two bay windows on a historic building, part of the "Aucourt Commercial Block" located at Lincoln Street 3 southwest of Ocean Avenue in the Central Commercial (CC) Zoning District and Downtown Conservation District (DC) Overlay. APN 010-191-001.

Evan Kort, Associate Planner, presented the staff report and addressed questions of the Board.

Chair Chroman opened the public hearing. The following members of the public appeared before the Commission: None.

The public hearing was closed.

It was moved by Board Member Dyar and seconded by Board Member Goodhue to adopt a Resolution issuing a Determination of Consistency with the Secretary of the Interior's Standards for the after-the-fact addition of Mediterranean tiling below two bay windows on a historic building, part of the "Aucourt Commercial Block" located at Lincoln Street 3 southwest of Ocean Avenue in the Central Commercial (CC) Zoning District and Downtown Conservation District (DC) Overlay. APN 010-191-001.

The motion passed by the following roll call vote:

AYES:	Board Member(s): Dyar, Goodhue, Hall, Chroman
NOES:	Board Member(s): None
ABSTAINED:	Board Member(s): None
ABSENT:	Board Member(s): Pomeroy

Board Member Dyar was recused from Item 3, DS 22-396 (Ramos).

Item 3: DS 22-396 (Ramos): Consideration of a Determination of Consistency with the Secretary of the Interior's Standards for Design Study application, DS 22-396 (Ramos), for site additions, alterations, and site modifications, including a 138-square-foot addition to the rear and a new entry at the north elevation, a 398-square-foot basement expansion, creation of a window well at the front elevation, window relocation and modifications, and a new 231-square-foot detached garage located in the front to the historic "Rockwell House" located on the northeast corner of 12th and San Antonio Avenues in the

Suray Nathan, Assistant Planner, presented the staff report and addressed questions of the Board.

Craig Holdren, Architect, gave a presentation and answered questions of the Board.

Tim Ramos, Property Owner, commented about the project and asked questions of the Board.

Chair Chroman opened the public hearing. The following members of the public appeared before the Commission: None.

The public hearing was closed.

It was moved by Board Member Hall and seconded by Board Member Goodhue to adopt a Resolution issuing a Determination of Consistency with the Secretary of the Interior's Standards for the Treatment of Historic Properties for the additions and modifications to the historic Craftsman style "Rockwell House," DS 22-396 (Ramos), located on the northeast corner of 12th and San Antonio Avenues in the Single-Family Residential (R-1) District and the Beach and Riparian Overlay District.. The motion included the removal of the existing Dutch door. APN 010-279-008.

The motion passed by the following roll call vote:

AYES:	Board Member(s): Goodhue, Hall, Chroman
NOES:	Board Member(s): None
ABSTAINED:	Board Member(s): Dyar (recused)
ABSENT:	Board Member(s): Pomeroy

Board Member Dyar returned to the dais.

DIRECTOR'S REPORT

Brandon Swanson, Director of Community Planning and Building, gave the report and addressed questions of the Board.

- **Annual Operating Budget for City of Carmel-by-the-Sea:** The budget was adopted by City Council and will be effective, July 1, 2023. Approved budgetary item of note was the remaining funding for the Historic Context Statement update which totaled \$80,000. The City has applied for a State grant, and if approved, the grant will supplement the Historic Context Statement update with \$40,000, saving the City half of the total cost.
- **Design Review Board (DRB):** City Council considered and provided direction to continue moving forward with the potential establishment of a DRB with the implication that it may be combined with the Historic Resources Board.
- **JB Pastor Project Update:** The Community Room at Dolores Street and Seventh Avenue has resubmitted a set of plans; the plans include retaining the Community Room with no demolition or impacts to the building. The target date for bringing this project back to the Board is July of 2023. Plans are currently available on the City's website.
- **Housing Element Draft Update:** The draft is out for public review; the 30-day review period ends July 6, 2023 and will be presented to City Council at their next meeting on July 11, 2023. The final draft will be presented to City Council at their meeting on August 1, 2023, and if the draft is approved by City Council, it will then be sent to the State for their review.

FUTURE AGENDA ITEMS

Item 4: Next Regular Meeting: July 17, 2023

Item 5: Level 2 Proposal Draft to be sent to City Council

ADJOURNMENT

5:02 p.m.

APPROVED:

ATTEST:

Jordan Chroman, Chair

Brandon Swanson, Recording Secretary



CITY OF CARMEL-BY-THE-SEA HISTORIC RESOURCES BOARD Staff Report

August 21, 2023
CONSENT AGENDA

TO: Historic Resources Board Commissioners

SUBMITTED BY: Leah R. Young, Administrative Coordinator

SUBJECT: Adoption of Minutes: July 17, 2023 Regular Meeting

RECOMMENDATION:

BACKGROUND/SUMMARY:

FISCAL IMPACT:

ATTACHMENTS:

Attachment 1: July 17, 2023 Regular Meeting Minutes

**REGULAR MEETING
Monday, July 17, 2023**

**TOUR 3:00 p.m.
MEETING 4:00 p.m.**

CALL TO ORDER AND ROLL CALL - TOUR

Item A: CALL TO ORDER AND ROLL CALL – TOUR

The following Board Members were present for the Tour of Inspection: Erik Dyar, Esther Goodhue, Karyl Hall, and Kathy Pomeroy.

The following Board Members were absent for the Tour of Inspection: Jordan Chroman.

Item B: DR 23-091 (OWRF - Suite 115) - Southeast Corner Mission Street and Ocean Avenue, Carmel Plaza, Suite 115

Item C: DR 23-140 (Esperanza Carmel Commercial - JB Pastor Building) - Southeast Corner of Dolores Street and 7th Avenue

CALL TO ORDER AND ROLL CALL - CHAMBERS

The following Board Members were present: Erik Dyar, Esther Goodhue, Karyl Hall, and Kathy Pomeroy.

The following Board Members were absent: Jordan Chroman.

PLEDGE OF ALLEGIANCE

PUBLIC APPEARANCES

The following members of the public appeared before the Board: None.

ANNOUNCEMENTS

None.

CONSENT AGENDA

Item 1: **DR 23-091 (OWRF, STE 115):** Consideration of a Track 1 Design Review referral for storefront modifications to an existing business space located at the exterior of Carmel Plaza located in the Central Commercial (CC) Zoning District and Downtown Conservation District (DC) Overlay. APN 010-086-006.

Vice Chair Hall opened the public hearing. The following members of the public appeared before the Board: None.

The public hearing was closed.

It was moved by Board Member Dyar and seconded by Board Member Pomeroy to adopt the Consent Agenda.

The motion passed by the following roll call vote:

AYES:	Board Member(s): Dyar, Goodhue, Hall, Pomeroy
NOES:	Board Member(s): None
ABSTAINED:	Board Member(s): None
ABSENT:	Board Member(s): Chroman

ORDERS OF BUSINESS

Item 2: Revised ["Notable Home Incentive Program" (formerly "Level 2")] proposal from Historic Resources Board Member Karyl Hall for a new City policy to incentivize the protection of non-historic but notable homes from demolition or extensive exterior remodeling.

Vice Chair Hall read a letter received by the Board from a member of the public who voiced concern over Hall's proposal, since Hall is a member of the Board and could use her position as a member of a legislative body to advocate for the "Notable Home Incentive Program." Hall sought direction from staff to address this concern.

Marnie Waffle, Principal Planner, responded to the concern by stating that the Board is within its purview to request that staff agendaize topics that are of interest to the majority of the Board.

Marnie Waffle, Principal Planner, gave a brief overview of the proposal, provided direction to the Board regarding the intent of the presentation and feedback sought, and then referred the presentation to Vice Chair Hall.

Vice Chair Hall provided an overview of the proposal, gave a presentation, and addressed questions of the Board.

Vice Chair Hall opened the public hearing. The following members of the public appeared before the Board: None.

The public hearing was closed.

Marnie Waffle, Principal Planner, commented about the necessity of ensuring Board decisions were made via public hearings, following proper noticing protocols, and not outside of a public forum.

Board Member Dyar commented on the presentation and how it gave good examples of potentially qualifying homes.

It was moved by Board Member Dyar and seconded by Board Member Goodhue to send the revised "Notable Home Incentive Program" to City Council for review and direction.

The motion passed by the following roll call vote:

AYES:	Board Member(s): Dyar, Goodhue, Hall, Pomeroy
NOES:	Board Member(s): None
ABSTAINED:	Board Member(s): None

ABSENT: **Board Member(s): Chroman**

PUBLIC HEARING

Item 3: DR 23-140 (Esperanza Carmel Commercial - JB Pastor Building): Consideration of a Determination of Consistency for the construction of a 15,351-square-foot mixed-use building with a 9,805-square-foot subterranean garage on a portion of the Northern California Savings & Loan Complex site. The project will be constructed on the lot containing the Community Room (APN 010-145-023) and the adjacent parkinglot site to the south (APN 010-145-024), as well as a third lot to the south (APN 010-145-012) that is not part of the historic Northern California Savings & Loan Complex. The proposed design does not include construction on the lot containing the Bank Building (APN 010-145-022). The project is located at Dolores Street 2 southeast of 7th Avenue in the Service Commercial (SC) Zoning District. APNs 010-145-012, 010-145-023, 010-145-024.

Evan Kort, Associate Planner, gave the staff report and addressed questions of the Board.

Jun Sillano, Architect with International Design Group, Inc., gave a presentation and addressed questions of the Board.

Vice Chair Karyl Hall opened the public hearing. The following members of the public appeared before the Board: Cindy Lloyd, Richard Perry, Kristie Reimers, and Victoria Beach.

The public hearing was closed.

Jun Sillano, Architect with International Design Group, Inc., provided a rebuttal to some of the public comments and addressed questions of the Board.

Board Member Dyar said he appreciated that the Community Room is being preserved. Dyar said that he felt it was important to preserve open space on all sides of the building. Dyar supported the proposed plans and was in favor of moving the concrete wall to the adjacent property. Dyar recommended working closely with a designer so that both sides of the wall would be visible in accordance with the proposed seating areas. Dyar said he was in favor of extending the concrete wall to align with the edge of the extent of the Community Room to the south on the back side. Dyar also supported the moving of the existing south-facing wall to the 7th and Dolores property.

Board Member Goodhue said she believed the existing wall was an integral part of the building and was part of the original building concept. Goodhue said it was her understanding that the entire site was historic. Goodhue stated that just because the wall had been altered, it should not be torn down. Goodhue believes the project proposal conflicts with the Secretary of the Interior's Standards, because she believes the existing wall is an integral part of the building, the existing wall is a work of art, and that relocating the wall would be contrary to the original designer's intention. Goodhue stated that building a new building next to the Community Room would ruin the use of the Community Room for any commercial purpose, as there is currently a very nice, defined patio, and the existing wall defines the south end of the building and the complex. Goodhue was of the opinion that the existing open space should remain.

Board Member Pomeroy said the shorter part of the wall along the side of the building is an example of the artwork and should remain so people can see it. Pomeroy said she is in favor of moving the wall, if it is possible to move it, because she believes it would be a nice division of the outdoor seating area, as it can be viewed from both sides, while still leaving a walkway between the buildings.

Vice Chair Hall stated that the wall was not originally considered a part of the historic building, and the building was not listed as historic when the property was originally sold to Mr. Pastor. Hall said she supported moving the wall as stated in the proposed plans.

It was moved by Board Member Dyar and seconded by Board Member Pomeroy to issue a Determination of Consistency with the Secretary of the Interior's Standards for the construction a 15,351-square-foot mixed-use building with a 9,805-square-foot subterranean garage on a portion of the Northern California Savings & Loan Complex site located at Dolores Street 2 southeast of 7th Avenue in the Service Commercial (SC) Zoning District. The motion clarified the portion of the concrete wall fronting (parallel to) Dolores is to be preserved up to the southernmost edge of the Community Room and affirming Condition of Approval No. 1 supporting relocation of the portion of the wall perpendicular to Dolores Street to the adjacent property to the north. APNs 010-145-012, 010-145-023, 010-145-024.

The motion passed by the following roll call vote:

AYES:	Board Member(s): Dyar, Hall, Pomeroy
NOES:	Board Member(s): Goodhue
ABSTAINED:	Board Member(s): None
ABSENT:	Board Member(s): Chroman

DIRECTOR'S REPORT

Marnie Waffle, Principal Planner, gave the report and answered questions of the Board.

- **\$40,000 Grant Awarded to the City:** The grant is from the State and will offset costs for Phase 2 of the Historic Context Statement update; the efforts in this next phase are underway.
- **Upcoming Training:** In accordance with the Board's required annual training, Waffle provided details on an upcoming training offered by the State with a focus on the Secretary of the Interior's Standards. Waffle requested feedback from the Board to determine the level of interest for this particular training.
- **City-issued Email Addresses:** Waffle provided a reminder for the Board to use their City-issued email addresses, as opposed to their personal email addresses, for items pertaining to City business. Waffle informed the Board that it is possible to set up a forwarding mechanism from their City email addresses to their personal email addresses, if any Board Members are interested in doing so.
- **Mills Act Applications:** Next month, the Board will be asked to review six (6) total applications; the Mills Act applications will be the only items on the agenda. The Board will tour all six (6) sites, so the tour will begin earlier than usual.

FUTURE AGENDA ITEMS

Item 4: Next Regular Meeting: August 21, 2023

ADJOURNMENT

5:13 p.m.

APPROVED:

ATTEST:

Karyl Hall, Vice Chair

Leah R. Young, Recording Secretary



CITY OF CARMEL-BY-THE-SEA HISTORIC RESOURCES BOARD Staff Report

August 21, 2023
PUBLIC HEARINGS

TO: Historic Resources Board Commissioners

SUBMITTED BY: Katherine Wallace, Associate Planner

SUBJECT: **MA 23-103 (Cypress Inn):** Consideration of making a recommendation to the City Council on a Mills Act Contract application, MA 23-103 (Cypress Inn), for the historic "La Ribera Hotel" listed on the Carmel Register and located on the northeast corner of Lincoln Street and 7th Avenue in the Residential-Commercial (R-C) District. APN 010-147-008.

RECOMMENDATION:

Adopt a Resolution (**Attachment 1**) recommending that the City Council enter into a Mills Act Contract with Sentimental Journey LLC for the historic "La Ribera Hotel" located on the northeast corner of 7th Avenue and Lincoln Street (APN 010-147-008).

BACKGROUND/SUMMARY:

The property (APN 010-147-008) is located on the northeast corner of 7th Avenue and Lincoln Street in the Residential-Commercial (R-C) Zoning District. Originally named "La Ribera," the hotel was designed by Blaine & Olsen (an Oakland-based architectural firm) and built by Meese & Briggs in 1929. The hotel was re-named "Cypress West" c.1960 and later renamed "The Cypress Inn," in the 1980s. The property is significant as an excellent example of Spanish Eclectic commercial design by Blaine & Olsen. The reinforced concrete building is particularly notable for its red ceramic roof tiles, Moorish-style 3-story tower with a ziggurat top, and central courtyard. It is also significant for its 1949 two-story addition located at the southwest corner of the building, designed by San Francisco architect, Gardner Dailey, and built by Harold Geyer.

In 1990, a 4,000-square-foot property (APN 010-147-009) located immediately north of the Cypress Inn was acquired by the hotel owners. The property contained the Mary DeNeale Morgan studio, a building deemed historically significant but which had lost integrity. The studio was demolished to accommodate a north addition to the Cypress Inn, containing a restaurant space and six new hotel units, which was approved by the Historic Resources Board (then called the Historic Preservation Committee) and the Planning Commission in 1999. Although the north addition is physically connected to the original hotel building, the lot (APN 010-147-009) was not merged with the original hotel property (APN 010-147-008) and the lots remain separate to this day. The north addition (APN 010-147-009) is located in the Central Commercial (CC) zone, and the original Cypress Inn (APN 010-147-008) is located in the Residential Commercial (RC) zone. Additionally, the north addition (APN 010-147-009) is not listed on the Carmel Inventory nor the Carmel Register and is not part of this Mills Act application. A map of the two properties is provided as

Attachment 2.

The Cypress Inn was first identified as a significant historic resource in 1978, in the “Monterey Architecture Resource Inventory” survey conducted by Richard Janick and the Monterey Peninsula College. In 1990, the property was documented by Erling Lagerholm; in 1997, Lagerholm prepared a Department of Parks and Recreation (DPR) Form 523 that included a more extensive description and analysis. In 2003, another updated DPR was completed by Kent Seavey. All historic documentation and DPR forms are provided as **Attachment 3**. Also in 2003, a “Historic Preservation/Conservation Easement” for Block 75, lots 16, 18, 20, and 22 was recorded with the Monterey County Recorder (**Attachment 4**). The Easement record does not list Assessor Parcel Numbers. Lot 16 is associated with APN 010-147-009 (the north addition to the Cypress Inn), while lots 18, 20, and 22 are all associated with APN 010-147-008 (the original Cypress Inn property). It appears as though lot 16 was included in the Easement to ensure appropriate historical documentation and interpretation of the Mary DeNeale Morgan studio (i.e. a commemorative plaque).

In order to qualify for a Mills Act contract, a property must be included on the Carmel Inventory and added to the Carmel Register of Historic Resources. At the request of the then-property owner, the Planning Commission designated the Cypress Inn as a historic resource on June 9, 1999 following a unanimous recommendation by the Historic Preservation Committee on May 17, 1999. The resource was added to the Carmel Register on June 9, 1999 and later listed on the Carmel Inventory on May 25, 2005 (following the adoption of the City’s Local Coastal Program). A Resolution Designating a Historic Resource for APN 010-147-008 was recorded with the County Recorder on January 4, 2007 (Document #2007001226) (**Attachment 5**). Please note that the designation recorded with the County Recorder lists only APN 010-147-008 as a historic resource (not APN 010-147-009, the separate north lot accommodating the 2003 north addition).

On April 4, 2023, Gerard A. Rose, Attorney, submitted an application for a Mills Act Historical Property Contract for APN 010-147-008.

STAFF ANALYSIS:

Carmel Municipal Code Section 17.32.090 sets forth the eligibility criteria for the Carmel Register of Historic Resources and Section 17.32.100 sets forth the benefits available to historic resources on the Register.

Carmel Register of Historic Resources

The Carmel Municipal Code requires that the City maintain a Register of Historic Resources designated by the City for public recognition and benefits. Only identified historic resources included in the Carmel Inventory are eligible for listing on the Register. Resources listed on the National or State registers are automatically listed on the Carmel register.

As noted above, the resource was added to the Carmel Register on June 6, 1999 and listed on the Carmel Inventory on May 25, 2005.

Benefits Available to Historic Resources

The Carmel Municipal Code establishes incentive programs for owners of historic resources that are listed on the Carmel Register. One such incentive is a Mills Act Historical Property Contract.

A Mills Act Historical Property Contract is an agreement between the City and a property owner of a historic building whereby the property owner agrees to rehabilitate, maintain and preserve the historical building and in return receives a reduction in property taxes.

The Contract requires that, 1) historic elements of the property are maintained in good condition; 2) a plan for the rehabilitation and maintenance of the historic resource is prepared and submitted by a qualified

professional; 3) implementation of the plan conforms to the Secretary of the Interior's Standards for Rehabilitation; and, 4) an annual report is submitted to the City specifying all work that was done to maintain and preserve the historic resource during the year.

A Mills Act contract has a term of 10 years and one year is added to the term annually upon each anniversary date of the contract unless one or both parties take action to terminate the contract. The total length of the contract is 20 years. The draft contract is included as **Attachment 6**.

Findings

Carmel Municipal Code Section 17.32.100.B.6(c) sets forth findings that the Historic Resources Board and City Council shall make in order to grant approval of a Mills Act Contract. The required findings are listed below followed by a staff response on how the application meets the requirements.

1. *The building is designated as a historic resource by the City and is listed on the Carmel Register.*

Staff Response: The resource was added to the Carmel Register on June 6, 1999 and listed on the Carmel Inventory on May 25, 2005.

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

Staff Response: The applicant submitted a rehabilitation and maintenance plan (**Attachment 7**). The plan covers a period of 10 years from 2024-2033 and estimates the total cost of work at \$1,114,000. The plan has been compiled by Christopher Barlow, Architect, and includes rehabilitation and on-going maintenance including structural upgrades; building system upgrades; rehabilitation and maintenance of exterior features, materials, and finishes; and hardscape/landscape projects.

Structural Upgrades

- Investigate plaster cracking at tower & repair

Building System Upgrades

- Plumbing repairs: replace old galvanized pipes
- Plumbing repairs: replace aged sewer pipe sections
- Required fire alarm upgrades
- Required elevator upgrades for ADA
- ADA upgrades for public restrooms
- Major infrastructure replacement: boiler and water softener
- Major infrastructure upgrade: electrical distribution

Exterior Features, Materials, and Finishes

- Paint all exterior of all walls every six years
- Repair/rehabilitate windows for egress and acoustics
- In kind roofing repairs and replacement
- Termite testing and repairs

Hardscape and Landscape

- Exterior gate, stair, walkway & door landings ADA work
- Resolve waterproofing issues at existing courtyard planter

All rehabilitation and maintenance work will be performed in conformance with the Secretary of Interior's Standards for Rehabilitation (**Attachment 8**).

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.*

Staff Response: Regarding 3.(C), which necessitates that past alterations “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” staff has identified two additions of note. For different reasons, neither addition appears to disqualify the Cypress Inn for Mills Act contract eligibility.

In 1949, a two-story volume was added to the southwest corner of the hotel's original 1929 design. This was documented in Kent Seavey's DPR 523 form as a significant addition that contributes to the historicity of the resource. Not only does the southwest addition meet the 50-year-old age threshold, but it is significant as “the earliest known Carmel design by noted California architect, Gardner Dailey.” Therefore, as part of the established historic design of the resource, the southwest addition complies with 3.(C) (full code citation is CMC 17.32.100.B.6.c.iii.C).

In 1990, the owners of the Cypress Inn acquired an adjacent, 4,000-square-foot property (APN 010-147-009) located immediately north of the hotel (APN 010-147-008). In 1999, the Historic Resources Board (then called the Historic Preservation Committee) approved a proposal to redevelop the adjacent north lot to accommodate a hotel restaurant (100 plus seats) and six additional rooms for the Cypress Inn. The 1999 project plans by Mandurrango, Mandurrango, and Sullivan are titled, “Cypress Inn Addition” and by that time the hotel featured 16,917 square feet of floor area. The north addition added 5,738 square feet of floor area (resulting in a floor area increase of 34%).

While the addition is physically connected to the original hotel and is clearly perceived as an addition, the lots were not merged, and the addition remains on a separate lot of record which is not part of this Mills Act application. In addition to remaining on a separate lot of record, the north addition is not included on the City's Historic Inventory nor the Historic Register, and it is not recorded as historic with Monterey County. If the two lots had been merged, the Board would need to consider whether the merging of the lots violates 3(C) and thereby disqualifies the hotel from a Mills Act Contract. However, that is not the case in this situation. Staff finds, for the reasons cited above, that the north addition does not disqualify the Cypress Inn under section 3(C). However, if the Board finds that the addition does violate the intent of section 3(C), regardless of whether the lots were merged or not, the Board should include their finding in the recommendation to the City Council.

If the Historic Resources Board recommends approval of the contract, and the City Council votes to enter into a Mills Act contract for the Cypress Inn, the Monterey County Assessor would calculate the tax benefit on the original Cypress Inn property (APN 010-147-008); the property upon which the north addition sits (APN 010-147-009) would be excluded.

Regarding finding 3 (A-D), the planned rehabilitation and maintenance work for 2024-2032 will be performed in conformance with the Secretary of Interior's Standards for Rehabilitation. Any future alterations are required to be consistent with conditions A-D. Minor alterations, as defined in CMC section 17.32.150, may be approved by staff; however, major alterations, as defined in CMC section 17.32.160 would be reviewed by a qualified professional and presented to the Historic Resources Board for review.

4. *The Mills Act contract will aid in offsetting the costs of rehabilitating and maintaining the historic resource.*

Staff Response: Approval of the contract would assist in offsetting the rehabilitation/ restoration and maintenance costs of preserving the Cypress Inn by reducing the tax liability on the property thereby freeing up funds for the necessary work.

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.*

Staff Response: Approval of the Mills Act Contract will be consistent with Goal 1-5 and Objective 1-16 of the Land Use & Community Character Element of the General Plan which encourages providing incentives for property owners to preserve and rehabilitate historic resources. Although the adoption of a Mills Act Contract will decrease property tax revenue to the City, the financial impact would be minimal because: 1) the number of Mills Act contracts is limited to fifteen over a 3-year period (no applications were approved in 2020 or 2021, four applications were approved in 2022, one application has already been approved in 2023 (L'Auberge), and four applications are currently in review in 2023); 2) the City would continue to receive a portion of the property tax revenue; and, 3) the value of preserving a historic resource offsets the loss of revenue. This contract represents an equitable balance of public and private interests.

As previously described, this application is for APN 010-147-008; it does not include APN 011-147-009. The contract, if approved by the City Council, would apply only to APN 010-147-008, as described in **Attachment 9.**

Next Steps: The Historic Resources Board may choose to approve the draft Resolution, approve with Conditions, or deny the draft Resolution. If the draft Resolution is approved, the application will proceed for review by the City Council. If the City Council enters into a Mills Act Contract for this property, the contract will be recorded with the Monterey County Recorder and will take effect January 1, 2024.

FISCAL IMPACT:

See discussion of Finding #5.

ATTACHMENTS:

Attachment 1 - HRB Resolution

Attachment 2 - Property Map

Attachment 3 - Historic Documentation and DPR 523 Forms

Attachment 4 - 2003 Historic Preservation/Conservation Easement

Attachment 5 - Inventory Recording

Attachment 6 - Draft Mills Act Contract

Attachment 7 - Rehabilitation/Maintenance Plan

Attachment 8 - Secretary's Standards for Rehabilitation

Attachment 9 - Legal Property Description

CITY OF CARMEL-BY-THE-SEA
HISTORIC RESOURCES BOARD

HISTORIC RESOURCES BOARD RESOLUTION NO. 2023-XX-HRB

**A RESOLUTION OF THE HISTORIC RESOURCES BOARD OF THE CITY OF CARMEL-BY-THE-SEA
RECOMMENDING THAT THE CITY COUNCIL ENTER INTO A MILLS ACT CONTRACT WITH
SENTIMENTAL JOURNEY LLC FOR THE HISTORIC “LA RIBERA HOTEL” LOCATED ON THE NORTHEAST
CORNER OF LINCOLN STREET AND 7TH AVENUE (APN 010-147-008).**

WHEREAS, on April 14, 2023, Gerard A. Rose, Attorney (“Applicant”) submitted an application on behalf of Sentimental Journey LLC (“Owner”) requesting to enter into a Mills Act contract (MA 23-103, Cypress Inn) described herein as (“Application”) for the historic “La Ribera Hotel” also known as the Cypress Inn; and

WHEREAS, the Application has been submitted for the property located on the northeast corner of Lincoln Street and 7th Avenue, in the Residential-Commercial (R-C) District (Block 75, Lots 18, 20, 22); and

WHEREAS, the historic “La Ribera Hotel” is already listed on the Carmel Inventory (May 25, 2005) and Carmel Register of Historic Resources (June 6, 1999); and

WHEREAS, one of the benefits of being included on the Register is the ability to enter into a Mills Act Historical Property Contract with the City; and

WHEREAS, the Applicant is also requesting to enter into a Mills Act contract with the City and in accordance with Carmel Municipal Code (CMC) Section 17.32.100.B.6 (Review Process), the Historic Resources Board shall consider the application and make a recommendation to the City Council to approve, approve with conditions, or deny the application; and

WHEREAS, on August 11, 2023 notice of the August 21, 2023 public hearing was published in the Carmel Pine Cone in compliance with State law (California Government Code 65091) and mailed to owners of real property within a 300-foot radius of the project indicating the date and time of the public hearing; and

WHEREAS, on or before August 11, 2023 the Applicant posted the public notice on the project site and hand-delivered a copy of the public notice to each property within a 100-foot radius of the project site indicating the date and time of the public hearing; and

WHEREAS, on or before August 18, 2023 the meeting agenda was posted in three locations in compliance with State law indicating the date and time of the public hearing; and

WHEREAS, on August 21, 2023, the Historic Resources Board held a public meeting to consider the application for a Mills Act contract, including without limitation, information provided to the Historic Resources Board by City staff and through public testimony; and

WHEREAS, this Resolution and its findings are made based upon evidence presented to the Historic Resources Board at the August 21, 2023 meeting including, without limitation, the staff report and attachments submitted by the Community Planning and Building Department; and

WHEREAS, the Historic Resources Board did hear and consider all said reports, attachments, recommendations and testimony herein above set forth and used their independent judgment to evaluate the project; and

WHEREAS, the facts set forth in the recitals are true and correct and are incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED, that the Historic Resources Board of the City of Carmel-By-The-Sea does hereby make the following findings and determinations regarding the **Mills Act Contract**:

<u>FINDINGS REQUIRED FOR A MILLS ACT CONTRACT</u>		
For each of the required findings listed below, staff has indicated whether the application supports the adoption of the findings. For all findings checked "no" the staff report discusses the issues to facilitate the Historic Resources Board's decision-making. Findings checked "yes" may or may not be discussed in the report depending on the issues.		
CMC 17.32.100.B.6.c	YES	NO
i. The building is designated as an historic resource by the City and is listed on the Carmel Register.	✓	
ii. The proposed rehabilitation/restoration and maintenance plan is appropriate in scope and sufficient in detail to guide long-term rehabilitation/restoration and maintenance. Required maintenance and rehabilitation should be more significant than just routine maintenance that would be expected for any property.	✓	
iii. 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.	✓	

iv. The Mills Act contract will aid in offsetting the costs of rehabilitating and maintaining the historic resource.	✓	
v. 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.	✓	

BE IT FURTHER RESOLVED that the Historic Resources Board of the City of Carmel-by-the-Sea does hereby recommend that the City Council enter into a Mills Act Contract (MA 23-103, Cypress Inn) for the historic “La Ribera Hotel” located on the northeast corner of Lincoln Street and 7th Avenue (APN 010-147-008).

PASSED, APPROVED AND ADOPTED BY THE HISTORIC RESOURCES BOARD OF THE CITY OF CARMEL-BY-THE-SEA this 21st day of August, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Jordan Chroman
Chair

Leah Young
Historic Resources Board Secretary



1999-2003 north
addition on APN
010-147-009
(Block 75, Lot 16)



Original 1929
hotel with 1949
SW addition, on
APN 010-147-008
(Block 75, Lots 18,
20, & 22)

Primary #

HRI #

Trinomial

NRHP Status Code

Attachment 3

5S1/5D1

Other Listings

Review Code

Reviewer

Date

Page of

Resource Name or #: (Assigned by recorder)

La Ribera Hotel

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)

NE cr. Lincoln & 7th (Blk 75, Lots 18, 20, 22)

Parcel No. 010-147-008

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

A two-story, reinforced concrete and wood-frame Spanish Eclectic Style hotel, "U" shaped in plan, resting on a concrete foundation. The exterior wall cladding is a smooth cement stucco. The low-pitched roof system employs gable, hipped and shed forms, all covered in Mission tile. The shed roofed portions tend to cover enclosed stairwells and entry porticos, including a covered, one-story arcade on the west side of the open courtyard, facing 7th Avenue. A tall, stepped Moorish style tower is centered in the hotel complex w/ paired, keyhole arched openings on each elevation, slightly modified from their original 1929 appearance. There is a chimney, w/bricked cap at the NW cr. of this feature. The main building block steps slightly back at the second floor corners on the NW and SW ends of the west facing facade. This allows for small balconies w/ocean views. A one-story hyphen, part of the original design, connects the main building block w/a two-story addition at the NW cr. of 7th Ave. The hyphen, just south of the ornate, raised concrete Spanish Baroque hotel entry, has two full height sets of wood French doors, set between massive square columns w/simple capitals. These column forms are repeated, in miniature, framing the apartment windows found on the NW cr. at the second floor. The facade is set w/decorative Spanish & Moorish tiles in several locations. A grassed patio separates the two wings that extend south from the main building block, enclosed by a wrought iron fence along 7th Ave.

3b. Resource Attributes: (List attributes and codes)

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 #)
(View toward). Photo No: 3025-.

P6. Date Constructed/Age and Sources:

☐ Prehistoric ☒ Historic ☐ Both

1929 Carmel bldg. records

P7. Owner and Address

Cypress Inn Investors

P.O. Box Y

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: 2/13/2003

P10. Survey Type: (Describe)

Carmel Historic Resource Inventory - 2001

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

one

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

BUILDING, STRUCTURE, AND OBJECT RECORD

HRI #

Primary #

Attachment 3

NRHP Status Code

5S1/5D1

ge of

Resource Name or #: (Assigned by recorder) *La Ribera Hotel*

B1. Historic Name: *La Ribera Hotel/ Cypress West Hotel*

B2. Common Name: *Cypress Inn*

B3. Original Use: *hotel*

B4. Present Use: *hotel*

B5. Architectural Style: *Spanish Eclectic*

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

Constructed 1929 (CBP# 2097); interior remodel 1948 (CBP# 1724); two-story add, SW cr. 1949 (CBP# 1873); series of interior remodels 1950-1961 (CBP#'s 1977, 3082, 3687); convert kitchen to off. space 1965 (CBP# 4342); store to restaurant 1971 (CBP# 71-87); commercial space to lounge 1989 (CBP# 89-237); iron balconies added to E/elev. 1995 (CBP# 95-13);

B7. Moved? ☒ No ☐ Yes ☐ Unknown Date:

Original Location:

B8. Related Features:

B9a. Architect: *Blaine & Olsen (1929), Gardner Dailey (1949)*

b. Builder: *Meese & Briggs (1929), Harold Geyer (1949)*

B10. Significance: Theme: *Arch. & Econ. Development*

Area: *Carmel by-the-Sea*

Period of Significance: *1903-1940*

Property Type: *hotel*

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 La Ribera Hotel is significant under California Register criterion 3, in the area of architecture as an excellent example of Spanish Eclectic commercial design by the Oakland architectural firm of Blaine & Olsen, and as a significant contributor to a potential Carmel downtown historic district. It is also significant for its 1949 addition, the earliest known Carmel design by noted California architect, Gardner Dailey.

The La Ribera Hotel was constructed two years after Oakland architects Roger W. Blaine & David Olsen had completed its neighboring business block to the east, La Giralda, or the Kocher Bldg. Dr. Rudolph Kocher, one of Carmel's two physicians at the time, was able to fund the project through his patron, Grace Deere Veile. Mrs. John S. Ball, a popular and competent hotel manager who successfully operated the Lincoln Inn on the site prior to the new construction, continued with the management of La Ribera. The new hotel offered its guests both high tea, and wine tasting, and had a regularly scheduled series of music recitals each Sunday evening, for guests and members of the community.

The building itself was designed to compliment the existing Kocher bldg., and another Blaine & Olsen project, the El Paseo Bldg., at the NE cr. of Dolores and 7th. In concert, the three Spanish Eclectic buildings form the most cohesive ensemble of period revival style commercial properties in Carmel. From the SW cr. of Lincoln & 7th., the scale, massing and proportion of the group reads like a classical Spanish hill town. The accuracy, and attention to detail in the application of the Spanish Eclectic decorative vocabulary, can be attributed to a visit to Spain by the architectural partnership. Notable is the treatment of the central Moorish tower, tying the varied elements of the hotel complex to a visual anchor. The composition of the west facing facade, w/its diagonal connection of large & small columned openings, and impressive cast-in-place Baroque entry is particularly effective.

B11. Additional Resource Attributes: (List attributes and codes) *HP5 - Hotel/Motel*

B12. References:

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

The Carmelite, 7/10/29; 7/31/29; 8/7/29; 8/14/29

Game & Gossip Magazine, Aug. 1961

Monterey Peninsula Herald, 4/2/29; 7/2/29; 12/2/83

Sanborn insurance maps of Carmel, 1930, 1930-69

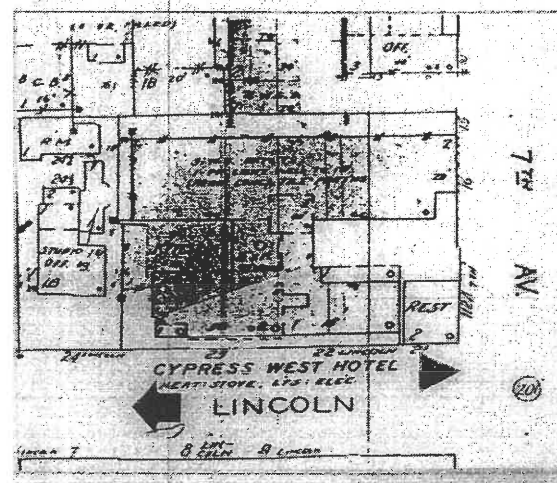
B13. Remarks: *Zoning RC
CHCS (AD/ED)*

B14. Evaluator: *Kent L. Seavey*

Date of Evaluation: *2/13/2003*

(This space reserved for official comments.)

(Sketch Map with north arrow required.)



CONTINUATION SHEET

ge of Resource Name or #: (Assigned by recorder) La Ribera Hotel
Recorded by: Kent L. Seavey

Date 2/13/2003

☒ Continuation ☐ Update

P3. These wings step up the rising 7th Ave. slope connecting the hotel visually w/its Spanish Eclectic neighbor, the Kocher Bldg., at the NW cr. of Dolores & 7th. The building frontages along the north side of 7th Ave. between Lincoln and Dolores read like a Spanish hill town. Fenestration is irregular, w/paired arched window openings in the tower, and along the upper floor of the main building block, secondary elevations have multi-paned steel casement type windows, including the 1949 addition at the NW cr. of Lincoln & 7th. Several cloth awnings were added along the ground floor elevation in 1969. Iron balconies were added to the rear (east) elevation in 1995. The hotel is sited close to the sidewalk, along Lincoln and 7th Ave., behind planting beds of low shrubbery and flowers, w/a screen of low, well maintained street trees.

B6. interior remodel 2000 (CBP #00-28); restroom add. to north 2003 (CBP #02-55).

B10. Of particular interest is the 1949 two-story addition at the NW cr. of Lincoln & 7th Ave. This is an early period design by noted San Francisco architect Gardner Dailey, known more for his Bay Area modernist work. Dailey's familiarity with the Spanish Eclectic mode came in part from his experience as a plan checker for S.F.B. Morse at Pebble Beach, where Spanish/Mediterranean residential design was a requirement until 1937. Gardner Dailey (1885-1967) was educated at U.C. Berkeley, Stanford, and Heald's School of Engineering. He also studied landscape design. Dailey gained further experience working in several San Francisco architectural offices before establishing his own practice in 1926. He was influential in the residential field in the pre- and post WWI decades. His known Carmel area designs include the Grace Deere Velie Metabolic Clinic (1930) and his own home (1945) on Ocean Ave. Blaine and Olsen designed a number of the best Spanish Eclectic commercial buildings in Carmel in the late 1920s. They had been in partnership w/Wilson J. Wythe of Berkeley when Wythe died in 1926. The pair continued the partnership, concentrating on Spanish Eclectic design, in Oakland, Santa Barbara and Carmel, prior to the Great Depression. Little is known of the firm after 1930. while Dr. Kocher survived the effects of the Depression, his hotel did not. It went into receivership in 1930. The hotel was reopened by A.G. Wood, former manager of Monterey's San Carlos Hotel. The La Ribera retained its original name until 1960s, when the aging business was retitled Cypress West. It has been the Cypress Inn since the 1980s. In spite of minor exterior changes over time, the La Ribera Hotel continues to evoke a strong sense of time, place, feeling and association. Many couples who spent their wedding nights in a tower room of the hotel are repeat visitors, and anyone who knew the hostelry in the 1930s and 1940s would easily recognize the La Ribera Hotel today. It clearly reflects the findings of, and is consistent with, the 1997 Carmel Historic Context Statement under the themes of architectural and economic development.

Supplemental Photograph or Drawing



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

(View toward). Photo No: 3026-.

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 #: AP#10-147-18 La Ribera

P1. Other Identifier: Carmel Historic Survey

*P2. Location: ☐ Not for Publication ☒ Unrestricted a. County Monterey
b. USGS 7.5' Quad _____ Date _____ T _____; R _____; 1/4 of _____ 1/4 of Sec _____; B.M. _____
c. Address Lincoln St. at NW cor ner of 7th City Carmel Zip 93921
d. UTM: (Give more than one for large and/or linear feature) Zone _____, _____ mE/ _____ mN
e. Other Locational Data: (e.g. parcel #, legal description, directions to resource, elevation, additional UTM's, etc. as appropriate)

Block 75, Lots 18, 20, 22.

*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries.)

One and two story white concrete and stucco complex of buildings, Spanish tile gabled and hip roofs, recessed casement windows on upper floors with slip sills, generally large multiple pane fixed windows on street level, brick and concrete chimneys, recessed entranceway with full glass double doors, awnings over some street floor windows, tile faced foundation walls, three story square tower with casement window in circular arched recesses, plantings along buildings on both streets.

*P3b. Resources Attributes: (List attributes and codes) HP5. Hotel/Motel

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



P5b. Description of Photo: (View, date, etc.)
3/1990

*P6. Date Constructed/Age and Sources:
☐ Prehistoric ☒ Historic ☐ Both
1929

*P7. Owner and Address:
Cypress Inn Investors
c/o Heinrich, et al
P.O. Box 22231
Carmel, CA 93922

*P8. Recorded by: (Name, affiliation, address)
Erling Lagerholm
Carmel Historic Survey
P.O. Box 3959
Carmel, CA 93921

*P9. Date Recorded: 04/23/1997

*P10. Survey Type: (Describe)
Intensive

*P11. Report Citation: (Cite survey report/other sources or "none") Leslie Heumann/Glory Ann Laffey
Historic Context Statement

*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) _____

State of California -- The Resources Agency
 DEPARTMENT OF PARKS AND RECREATION
 BUILDING, STRUCTURE, AND OBJECT RECORD

Primary # _____

HRI # _____

Page 2 of 3*NRHP Status Code 5S1*Resource Name or #: AP#10-147-18 La RiberaB1. Historic Name: Cypress InnB2. Common Name: La RiberaB3. Original Use: HotelB4. Present Use: C--Commercial*B5. Architectural Style: Mediterranean

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

Built 2/15/29, Permit #2097 - \$50,000. 10/49 Permit #1873 - Addition \$12,000. #71-87 - Remodel \$2000.
 #83-16 1/83, Window replacement \$700.

*B7. Moved? ☒ No ☐ Yes ☐ Unknown Date: _____ Original Location: _____

*B8. Related Features: _____

B9a. Architect: Blaine & Olsonb. Builder: Meese & Briggs*B10. Significance: Theme Residential ArchitectureArea Carmel-by-the-SeaPeriod of Significance 1900-1940Property Type ResidentialApplicable Criteria MC 17.411

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

This building, the Cypress Inn or La Ribera as it was originally named, fulfills at least seven of the criteria for Determination of Significance of Municipal Code 17.411. La Ribera was built by Dr. R.A. Kocher in 1929. Two years previously he had built La Giralda, the neighboring building to the east. On the Builders and Home Owners page of the Peninsula Daily Herald of April 2, 1929, there was a story headlined, "New Lincoln Inn Rising in Carmel". Indeed, La Ribera was being erected on the site of the former Lincoln Inn. The story continues, "Another building with Blaine and Olson architects and Old Spain its motif. Next to Dr. R.A. Kocher's La Giralda building it combines with its architectural design to make that part of the block from Dolores to Lincoln along Seventh an harmonious whole". The architects were the same but this time the general contractors were Meese and Briggs of Burlingame and Carmel. The building permit for La Ribera was issued on February 15th, 1929 and the Inn was ready for the gala opening the first week of July. An article in the Monterey Peninsula Herald of Tuesday July 2, 1929 describes the Inn as, "one of the show places of the Monterey Peninsula and easily one of the outstanding buildings in Monterey County". It is reinforced concrete like its neighbor, La Giralda. A dominant feature is the tower with its ziggurat top. It was designed to be open on all four sides to the views of hills and ocean. In the Spanish tradition, there is a lovely patio enclosed on three sides by the wings of the building and on Seventh Street by a low brick wall. The wall is low enough for passersby to have

B11. Additional Resource Attributes: (List attributes and codes) HP5. Hotel/Motel

*B12. References:

Herald, April 2, 1927 - also July 2, 1929. City Hall permits.

The Carmelite, Aug. 7, 1929. CA Architecture - Historic America, Bldg survey.

By Sally Woodbridge. Hale, pp 23, 55, 59, 68, 85.

B13. Remarks:

Zoning: Commercial

*B14. Evaluator: Erling LagerholmDate of Evaluation: 03/01/1990

(This space reserved for official comments.)

(Sketch Map with north arrow required)

48

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

Primary # _____

HRI # _____

Trinomial: _____

CONTINUATION SHEET

Page 3 of 3*Recorded by Erling Lagerholm*Date 04/23/1997☒ Continuation☐ Update*Resource Name or #: AP#10-147-18 La Ribera

B10. Significance cont'd. glimpses into the patio gardens. A fireplace was built into the east wall of the patio. Mrs. John S. Ball, the first Manager of La Ribera, regarded the patio and its fireplace as "one of the master strokes of the entire design". The fireplace still burns brightly in the evenings where guests and often their dogs gathered 'round. One can enter the building through the patio to the north. There is some indication that this entrance may have been the main entrance. There is a covered gallery along the west side of the patio which leads from Seventh Street north to the main hall of the Inn. The main entrance now is a wide, welcoming double entry on Lincoln. The first open entry is a few brick steps up from the street. Overhead is an imposing broken pediment with plaster scroll work underneath. The ornamental plaster work may have by J.E. Eckett of Carmel. He was in charge of the ornamental and texture plastering.

Very little has changed about La Ribera's external architecture since 1929. The first floor Spanish style window grills are gone and the exterior of the chimney, a chimney built by a master mason, A. Marotta, of Monterey has been covered by an addition extending south towards Seventh Street. However, the entire building is still true to its Spanish heritage.

Dr. Rudolf A. Kocher, whether he intended to or not, has become part of Carmel history. From being in the lineup of the early players (1921) of Carmel's "famous" softball league; his marriage in 1928 to Alice E. Knight; his donations of chalk rock and benches to the making of Devendorf Park; his professional career in private practice as well as Medical Director of the Grace Deere Metabolic Clinic, which became the Monterey Community Hospital - or as it was most often called - the Carmel Hospital; to the building of the two beautiful Spanish buildings, La Giralda and La Ribera which have added so much to the scenery and the architectural history of Carmel.

HISTORIC RESOURCES INVENTORY

Ser. No. _____ Attachment 3
HABS _____ HAER _____ Loc _____ SHL No. _____ NR Status _____
UTM: A _____ C _____
B _____ D _____

IDENTIFICATION

1. Common name: CYPRESS INN
2. Historic name: _____
3. Street or rural address: Lincoln St. at N.W. Corner of Smith Ave.
City Carmel-by-the-Sea Zip 93921 County Monterey
4. Parcel number: Block 75 Lots 18, 20, 22
5. Present Owner: Cypress Inn Investment Address: 1000 Highway 1
City Carmel CA Zip 93922 Ownership is: Public _____ Private _____
6. Present Use: Commercial (Hotel) Original use: Hotel

DESCRIPTION

- 7a. Architectural style: Spanish Mediterranean
- 7b. Briefly describe the present physical appearance of the site or structure and describe any major alterations from its original condition: concrete and

One and two story white stucco complex of buildings, Spanish tile gabled and hip roofs, recessed casement windows on upper floors with slip sills, generally large multiple pane fixed windows on street level, brick and concrete chimneys, recessed entranceway with full glass double doors, red and white awnings over some street floor windows, tile faced foundation walls, three story square tower with casement windows in circular arched recesses, plan along buildings on both streets.



8. Construction date: Estimated 1930's Factual 1929
9. Architect: Byland built by La Ribera
10. Builder: Blumstein
11. Approx. property size (in feet)
Frontage 115 Depth 100
or approx. acreage _____
12. Date(s) of enclosed photograph(s)
March 1970

13. Condition: Excellent ☒ Good ☐ Fair ☐ Deteriorated ☐ No longer in existence ☐ Attachment 3
14. Alterations: _____
15. Surroundings: (Check more than one if necessary) ☒ Open land ☐ Scattered buildings ☐ Densely built-up ☒
Residential ☐ Industrial ☐ Commercial ☒ Other: _____
16. Threats to site: None known ☒ Private development ☐ Zoning ☐ Vandalism ☐
Public Works project ☐ Other: _____
17. Is the structure: On its original site? ☒ Moved? ☐ Unknown? ☐
18. Related features: _____

SIGNIFICANCE

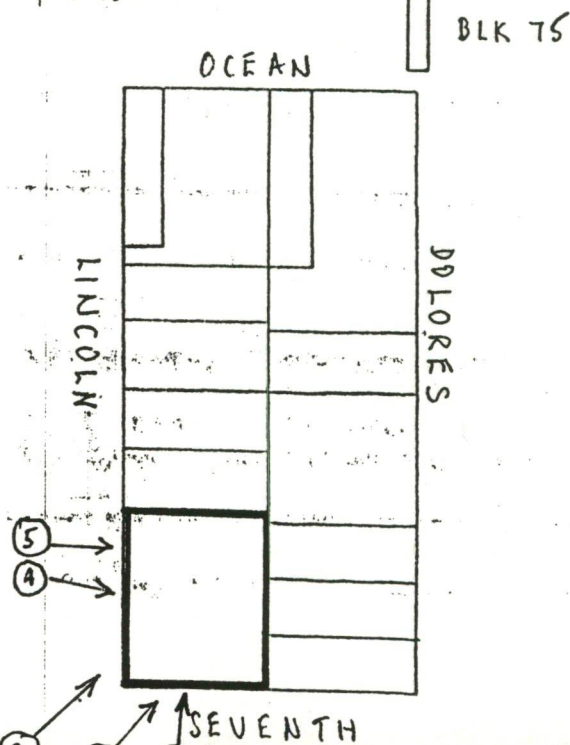
19. Briefly state historical and/or architectural importance (include dates, events, and persons associated with the site.)

20. Main theme of the historic resource: (If more than one is checked, number in order of importance.)
Architecture ☐ Arts & Leisure ☐
Economic/Industrial ☐ Exploration/Settlement ☐
Government ☐ Military ☐
Religion ☐ Social/Education ☐
21. Sources (List books, documents, surveys, personal interviews and their dates).

22. Date form prepared March 1990
By (name) Erling Logesholm
Organization Carmel Heritage
Address: P.O. Box 701
City Carmel Zip 98921
Phone: 408-624-4447

Locational sketch map (draw and label site and surrounding streets, roads, and prominent landmarks):

Arrows indicate direction of photos. NORTH



HISTORIC RESOURCES INVENTORY

State use _____
 Lat _____ Lon _____ Era _____ Sig _____
 Ann _____ T2 _____ T3 _____ Cat _____ HABS _____
 Attachment 3

IDENTIFICATION

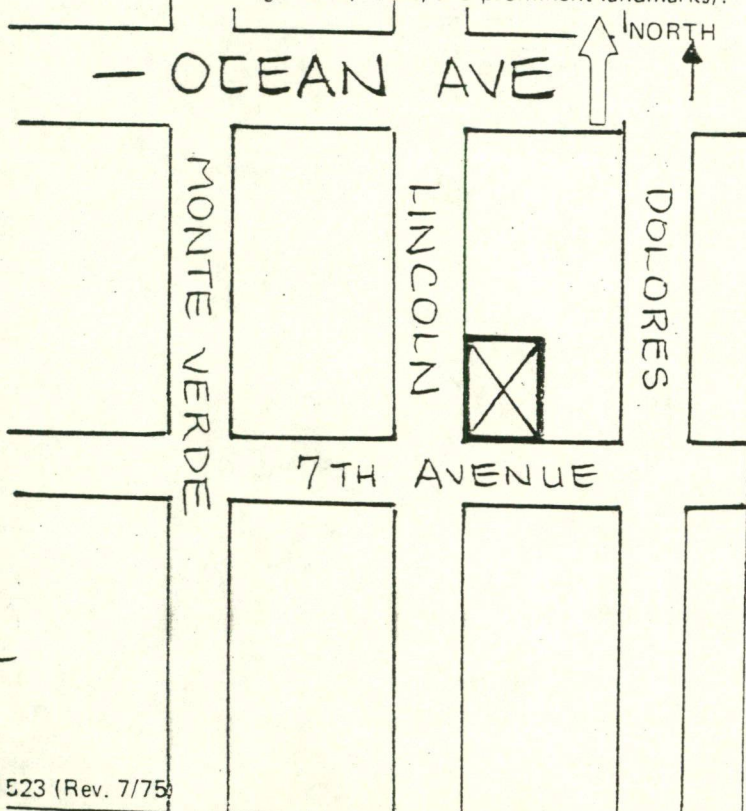
- Common name: Cypress Inn
- Historic name, if known: Hotel La Ribera (R.A. Kocher owner)
- Street or rural address: NE cor. Lincoln & 7th (block 75 lots 18,20,22)
 City: Carmel-by-the-Sea ZIP: 93921 County: Monterey
- Present owner, if known: Cypress West Address: P.O. Box 2888
 City: Carmel-by-the-Sea ZIP: 93921 Ownership is: Public ☐ Private ☒
- Present Use: hotel Original Use: hotel
 Other past uses: residence on site 1921

DESCRIPTION

- Briefly describe the present physical appearance of the site or structure and describe any major alterations from its original condition:

A large asymmetrical multi-story white concrete structure with low gabled irregular roof of red ceramic Spanish tiles. The most notable details are the stucco and plaster Spanish sculptural details setting off the main entrance (broken pediment) and the window casements and extended wooden balconies on the second floor. A large Moorish styled tower dominates the center of the complex and overlooks a central garden court.

- Locational sketch map (draw and label site and surrounding streets, roads, and prominent landmarks):



- Approximate property size:

Lot size (in feet) Frontage 120
 Depth 100
 or approx. acreage _____

- Condition: (check one)

a. Excellent ☐ b. Good ☒ c. Fair ☐
 d. Deteriorated ☐ e. No longer in existence ☐

- Is the feature a. Altered? ☒ b. Unaltered? ☐

- Surroundings: (Check more than one if necessary)

a. Open land ☐ b. Scattered buildings ☐
 c. Densely built-up ☐ d. Residential ☐
 e. Commercial ☒ f. Industrial ☐
 g. Other ☐

- Threats to site:

a. None known ☒ b. Private development ☐
 c. Zoning ☐ d. Public Works project ☐
 e. Vandalism ☐ f. Other ☐

- Date(s) of enclosed photograph(s): summer 1978

NOTE: The following (Items 14-19) are for structures only.

Attachment 3

14. Primary exterior building material: a. Stone ☐ b. Brick ☐ c. Stucco ☐ d. Adobe ☐ e. Wood ☒ f. Other ☒ concrete
15. Is the structure: a. On its original site? ☒ b. Moved? ☐ c. Unknown? ☐
16. Year of initial construction 1929 This date is: a. Factual ☒ b. Estimated ☐
17. Architect (if known): _____
18. Builder (if known): Meese & Briggs Carmel, Calif.
19. Related features: a. Barn ☐ b. Carriage house ☐ c. Outhouse ☐ d. Shed(s) ☐ e. Formal garden(s) ☐ f. Windmill ☐ g. Watertower/tankhouse ☐ h. Other ☐ i. None ☒

GNIFICANCE

20. Briefly state historical and/or architectural importance (include dates, events, and persons associated with the site when known):

This building represents a conscious effort to create an expression of the Spanish Colonial Revival Style architecture that one associates with George Washington Smith and Carlton Winslow in Santa Barbara, California. The exterior sculptural detailing is most impressive and the entire structure emulates the style of design that swept all of California in the 1920's and 1930's.

21. Main theme of the historic resource: (Check only one): a. Architecture ☒ b. Arts & Leisure ☐ c. Economic/Industrial ☐ d. Exploration/Settlement ☐ e. Government ☐ f. Military ☐ g. Religion ☐ h. Social/Education ☐

22. Sources: List books, documents, surveys, personal interviews, and their dates:

building Files Carmel-by-the-Sea

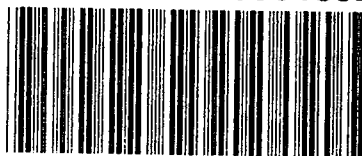
23. Date form prepared: 8/15/78 By (name): Richard N. Janick
Address: 1330 Skyline Dr. #11 City: Monterey ZIP: 93940
Phone: (408) 649-0789 Organization: Monterey Architecture Resource Inventory

(State Use Only)

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

City Clerk
P.O. Box CC
Carmel, CA 93921

DOCUMENT: 2003015325



2003015325

Titles: 1/ Pages: 7

Fees	26.00
Taxes	
Other	
AMT PAID	\$26.00

HISTORIC PRESERVATION/CONSERVATION EASEMENT

THIS PRESERVATION EASEMENT, made this 4 day of FEB 200³ by and between Cypress Inn Investors, LP, a California limited partnership ("Grantor") and the **CITY OF CARMEL-BY-THE-SEA**, ("Grantee").

WHEREAS, Grantee is organized as a Municipal Corporation and general law city under the laws of the State of California;

WHEREAS, Grantor is the owner of that certain real property described as lots numbered 16, 18, 20, and 22 in block numbered 75, as said lot and block are shown on that certain map entitled, Map of Carmel-by-the-Sea", filed in Volume 1 of Maps, "Cities and Towns" at page 2, Monterey County Records", (the "Premises"), subject to all the terms and conditions of this Agreement;

WHEREAS, the Premises contain a building commonly known as the Cypress Inn (the "Building") and the Mary DeNeale Morgan site (Lot 16) which were designated as historical resources by the City of Carmel-by-the-Sea Planning Commission pursuant to Ordinance # 93-03 on 9 June 1999 (subject to Grantor and Grantee's approval of this Easement);

WHEREAS, the Cypress Inn is historically, architecturally and culturally significant based on its cultural heritage, architectural distinction, architectural innovation, and unique site conditions.

WHEREAS, the Mary DeNeale Morgan site is historically, architecturally and culturally significant based on its association with Mary DeNeale Morgan.

WHEREAS, concurrently with the approval of the designation by the Planning Commission, approval was given for the following incentives:

- Use of the California Historic Building Code
- Waiver of Building Permit fees for any work to the building that does not compromise the historic character of the building as determined by the City
- Exceptions to the Municipal Code' standards for building coverage, floor area, open space, landscaping, building height, and parking.

WHEREAS, Grantor and Grantee have the common purpose of preserving the historical value of the designated structure and site through the creation of a preservation/conservation easement on the Premises, pursuant to California Civil Code Section 815 et. seq. for the purpose of

retaining the Premises in its historical condition and permanently creating a living tribute to Mary DeNeale Morgan.

NOW, THEREFORE, for and in consideration of the premises, the Grantor does hereby grant and convey, pursuant to California Civil code Section 815 et.seq., unto Grantee an estate, interest, and preservation/conservation easement in gross over the exterior facades and building surfaces (hereinafter, the "Facades"), and to the structure supporting the Facades (hereinafter, the "Facade Structure") of the Building of the nature and character and to the extent hereinafter expressed, which estate, interest, and easement will result from the restrictions hereby imposed upon the use of the Building by Grantor, and to that end and for the purposes of accomplishing the intent of the parties hereto, Grantor covenants on behalf of itself, its heirs, successors, and assigns, with the Grantee, to do and refrain from doing severally and collectively upon the exterior of the Building the various acts hereinafter mentioned.

This Easement is intended to preserve the exterior design, appearance and historic integrity of the building and surrounding land area, but not to limit the use, enjoyment and ability to reasonably modify the interior of the Building. To that end, this Easement applies only to the exterior facades and building surfaces ("Facades"), and to the structure supporting these facades and surfaces of the Building. Specifically, but not by way of limitation, Grantee reserves the right to use, occupy and enjoy the Building in any manner which is not inconsistent with the conditions and restrictions herein imposed.

1. GRANTOR COVENANTS AND AGREES TO THE FOLLOWING:

A. Except in the case of a casualty loss as described in paragraph F. below, any proposal to demolish the facades shall be reviewed and approved by the Grantee pursuant to the Carmel Municipal Code and State environmental law related to historic preservation. Grantee's approval may be withheld for a period of up to 15 months from the date of filing an application for demolition while preservation options are explored.

Upon Grantee's approval of demolition of the facades, Grantor shall be responsible for supplying to the Grantee a permanent record of the Premises including photographic documentation of archival quality and other plans and documentation deemed necessary to the satisfaction of the Grantee in accordance with industry standards commonly accepted by historic preservation professionals.

B. Any proposal to remodel the Premises shall be reviewed for approval or denial by the Grantee pursuant to Municipal Code Section 17.41.060 (Procedures and Criteria for Review of Any Alteration of a Designated Structure or Site) or its successor (s) and shall be subject to environmental review.

C. Grantor shall not alter the materials of the Facades, except as approved by Grantee.

D. Grantor shall maintain and not adversely affect the sound, weather-tight condition of the Facades and structures supporting same.

E. Grantor shall allow Grantee to inspect the exterior Facades at reasonable times, and to permit Grantee with reasonable notice, to enter the interior of Buildings to inspect the structural soundness of elements supporting the Facades. Except for Grantee's inspection, nothing contained in this instrument grants to the public any right to enter on Premises or into Buildings.

F. Grantor shall, in the event of a casualty damaging or destroying the Premises, Facades or Buildings, notify Grantee in writing within fifteen (15) days of same that the casualty has occurred, the nature and extent of damage, and what, if any, emergency measures have been undertaken. "Casualty" is defined as a sudden loss of structural stability or of the building's ability to provide shelter from the elements such that the loss renders the building unsafe or uninhabitable, or creates a condition where failure to act would result in significant further damage to the Facades, the Building or its contents, or by earthquake, fire, flood, accidental occurrence or other acts of God.

1. Except as provided for in paragraph A under Grantee's covenants herein, Grantor agrees not to make repairs or reconstruction other than temporary emergency work to prevent further damage and protect public safety without Grantee's prior written approval of plan for said work.

2. Grantor further agrees to submit to Grantee within sixty (60) days of any casualty, including but not limited to earthquake, fire, floods, or any other acts of God, to the Facades or supporting structures a written report prepared by a qualified restoration architect acceptable to Grantor and Grantee, assessing the nature and extent of damage, feasibility of restoration of the Facades rather than demolition and reconstruction, and a definition of restoration/reconstruction work necessary to return Buildings and Facades to the condition existing at the date of this Easement.

3. If all or part of the original structure or Facades is to be removed or demolished for reconstruction, Grantor agrees to allow Grantee, at its option and expense, to arrange for salvage of part or all of said items for purposes of conversation, study or public education.

4. Grantor agrees that if the historic structure is demolished or substantially altered to a point where it no longer qualifies for historic designation as determined by Grantee, all rights to code exceptions, waiver of fees and use of the Historic Building Code shall be eliminated.

G. Grantor agrees to use Premises consistent with the preservation purposes of this Easement.

H. Grantor agrees to reference the terms and conditions of this Easement in any transfer of the property.

I. Grantor shall exercise reasonable care and judgement in performing its obligations and exercising its right under the terms of this Easement.

J. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with any obligation of Grantor contained herein.

K. Grantor shall create an educational tribute to the life and artistic contributions of Mary DeNeale Morgan to memorialize the Morgan site. The tribute shall be permanently mounted in a display on or in the Cypress Inn addition.

2. GRANTEE COVENANTS AND AGREES TO THE FOLLOWING:

A. Should the Premises be damaged or destroyed by casualty including, but not limited to earthquake, fire, floods or any other acts of God, or in the event Grantor should propose to remodel, demolish, or reconstruct the Premises, Grantee shall review such requests by Grantor pursuant to the Carmel Municipal Code and State environmental law related to historic preservation. Exceptions to zoning standards as approved by the Planning Commission, and as referred to herein, shall remain exceptions granted to the premises and shall not be lost due to total destruction of the Buildings or Facades only as long as the Facades are fully restored to its original form as documented in historic records including building plans and photographic records in possession of the City. Grantee agrees that such restoration may not be able to faithfully replicate all building materials and methods of construction. Grantee shall not unreasonably withhold approval of restoration work as long as Grantor visually matches the original facades consistent with industry standards commonly accepted by Historic Preservation professionals.

B. Any proposal to remodel the Premises shall require review and approval by the Grantee, and said approval or denial shall be obtained from Grantee in accordance with the time limits established by law.

C. Grantee shall exercise reasonable care and judgement in performing its obligations and exercising its rights under the terms of this Easement.

D. Grantee may only inspect interiors of Buildings to determine whether structural changes have been made which will affect the integrity of the Facade after giving reasonable notice to Grantor which in no event shall be less than seventy-two (72) hour prior written notice to Grantor except in the case of an emergency as set forth above.

E. Grantee shall exercise its right to remedies only following prior notice to Grantor to perform same and allowance of sufficient time for Grantor to perform same.

F. Immediately upon execution of this Easement by Grantor and Grantee, Grantee shall record said document, including attached exhibits, in the official records of the County of Monterey, with the recorded copy to be returned to Grantee.

G. Upon request by Grantor, Grantee shall promptly furnish Grantor with evidence of Grantee's compliance with any obligation of Grantee contained herein:

3. GRANTEE'S REMEDIES:

Grantee has the following legal remedies to correct any violation of any covenant, stipulation, or restriction herein, in addition to any remedies provided by law:

A. Grantee may, following reasonable written notice to Grantor, institute suit (s) to enjoin such violation, and to require the restoration of Premises to the condition and appearance required under this instrument.

B. Grantee may, following reasonable prior written notice to Grantor, enter upon Premises, correct any such violation, and hold Grantor responsible for the cost thereof.

C. Grantee shall obtain from Grantor reimbursement for any reasonable expenses incurred in connection with Grantee remedies, including all reasonable court costs, and attorney's, architectural, engineering, and expert witness fees. Fees, costs and expenses shall become a lien upon the premises until paid in full.

D. Exercise by Grantee of one remedy shall not have the effect of waiving or limiting any other remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

4. GRANTOR'S REMEDIES:

Grantor has the following legal remedies to correct any violation of any covenant, stipulation, or restriction herein, in addition to any remedies provided by law:

A. An action seeking a judicial declaration of any right or obligation established or inferred by this Agreement.

B. An action seeking an order for specific performance by the Grantee of an obligation of the Grantee under this Agreement.

C. Grantor may obtain from Grantee reimbursement for any reasonable expenses incurred in connection with said Grantor Remedy, including all reasonable court costs, and attorney's, architectural, engineering, and expert witness fees.

D. Exercise by Grantor of one remedy shall not have the effect of waiving or limiting any other remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

5. STANDARDS FOR REVIEW. In administering the Easement, Grantor and Grantee mutually agree to use the City of Carmel-By-The-Sea Municipal Code in conjunction with the California Historic Building Code, industry standards for review commonly accepted by historic preservation professionals, and the California Environmental Quality Act.

6. ENTIRE AGREEMENT. This agreement supersedes all other agreements between the parties and constitutes the entire agreement between the parties.

7. **AMENDMENTS.** Except as provided for in this Agreement, this Agreement may be amended in whole or in part only by a further written agreement executed by the parties.

8. **ATTORNEYS' FEES.** In the event that it becomes necessary to commence any legal proceeding to enforce any part of this preservation easement, the prevailing party in such legal proceeding (including mediation and arbitration) shall be entitled to a reasonable attorneys' fee in addition to any other remedy available to said prevailing party. "Prevailing party" shall mean and include without limitation (i) a party who dismisses an action in exchange for sums allegedly due; (ii) a party who receives performance from the other party of an alleged breach of covenant or a desired remedy where such performance is substantially equal to the relief sought in an action; or (iii) the party determined to be the prevailing party by a court of competent jurisdiction. Any legal proceeding concerning this preservation easement shall be brought and maintained in the Superior Court of California in and for the County of Monterey.

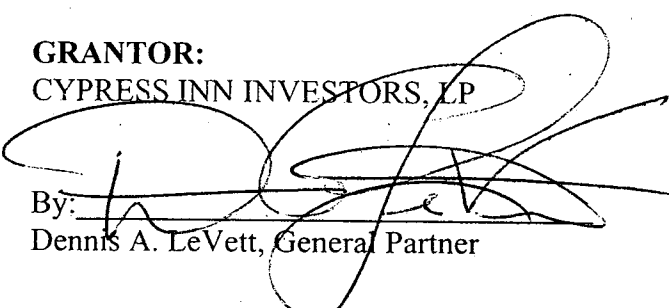
9. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

10. **EXECUTION.** The undersigned represents and warrants that they are authorized to execute the Easement on behalf of the Grantee and Grantor, respectively.

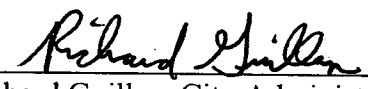
11. **SUCCESSORS AND ASSIGNS.** The terms, covenants, conditions, exceptions, obligations, and reservations contained in this preservation easement shall be binding upon and inure to the benefit of the successors and assigns of both the Grantor and the Grantee, whether voluntary or involuntary.

IN WITNESS WHEREOF, the parties hereto have executed this Easement as of the day and year first above written, and Grantee has caused this instrument to be accepted in its corporate name by its City Administrator and attested to by its City Clerk.

GRANTOR:
CYPRESS INN INVESTORS, LP

By: 
Dennis A. LeVett, General Partner

GRANTEE:
CITY OF CARMEL-BY-THE-SEA

By: 
Richard Guillen, City Administrator

Attest:

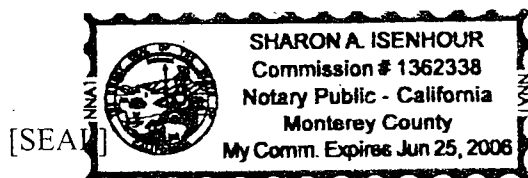

Karen Crouch, City Clerk

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss
COUNTY OF MONTEREY)

On 10-22, 2002, before me, Sharon A. Isack, personally appeared Dennis A. LeVett, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same in his/her capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



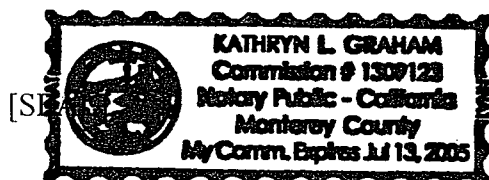
Sharon A. Isenhour
Notary Public

ACKNOWLEDGMENT

[illegible]

On FEBRUARY 4, ²⁰⁰³2002, before me, KATHRYN L. GRAMM, a Notary Public, personally appeared Richard Guillen, personally known to me (~~or proved to me on the basis of satisfactory evidence~~), to be the person whose name is subscribed to the within instrument and acknowledged that he/~~she~~ executed the same in his/~~her~~ capacity, and that by his/~~her~~ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

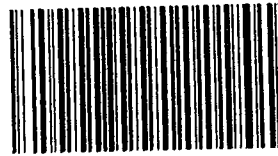


Kathryn L. Graham
Notary Public

END OF DOCUMENT

Return to:
Carmel City Hall
Post Office Drawer G
Carmel, CA 93921
Attention, Brian Roseth

DOCUMENT: **2007001226**



Attachment 5
Titles: 1 / Pages: 1
Fees: . . .
Taxes: . . .
Other: . . .
AMT PAID

RESOLUTION

DESIGNATING AN HISTORIC RESOURCE

The Department of Community Planning and Building of the City of Carmel-by-the-Sea completed intensive survey work, received approval from the California Coastal Commission and made an Administrative Determination that the property identified below meets the criteria for an historic resource as established in the City's General Plan, the Municipal Code and the Local Coastal Program for Carmel-by-the-Sea.

Based on this determination, effective 25 May 2005, the Department of Community Planning and Building resolved to designate the property described below as a local resource on the Carmel Inventory of Historic Resources.

This Resolution/Administrative Determination is 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.

Assessor's Parcel Number: 010147008000

Block: 75 **Lot(s):** ALL LOTS 18, 20, 22

Current Owner: CYPRESS INN INVESTORS

Street Location: NE CORNER LINCOLN AND 7TH

It is the purpose of this Resolution/Administrative Determination to alert the owner, 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. Specific regulations affecting remodels, alterations, additions and demolitions can be found in the City of Carmel-by-the-Sea planning documents referenced above.

Certified by:

Brian Roseth,
Principal Planner, Carmel-by-the-Sea

END OF DOCUMENT

RECORDING REQUESTED BY
CITY OF CARMEL-BY-THE-SEA

AND WHEN RECORDED MAIL TO

Carmel City Hall
Attn: Community Planning & Building
P.O. Box CC
Carmel-By-The-Sea, CA 93921

This space reserved for the Recorder's use only

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

THIS AGREEMENT is made and entered by and between the CITY OF CARMEL-BY-THE-SEA a municipal corporation (hereinafter referred to as "City"), and Sentimental Journey LLC (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 on the northeast corner of Lincoln Street and 7th Avenue (APN: 010-147-008), Carmel-By-The-Sea, 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 reference;
- (iii) The property is identified as a historic resource on the City of Carmel-By-The-Sea's Historic Inventory and Register of Historic Resources and is further described in the DPR 523 Form attached hereto, marked as **"Exhibit B"** and is incorporated herein by reference;
- (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, as it exists at the date of this contract and as described in the City's Register of Historic Resources, 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. **INCORPORATION OF RECITALS.** All recitals are incorporated into this Agreement.
2. **EFFECTIVE DATE AND TERM.** This Agreement shall be effective and commence on the date the Agreement is signed by the City, unless otherwise indicated by the County of Monterey, and shall remain in effect for a minimum term of ten (10) years thereafter.
3. **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 4 of this Agreement. The total length of the contract shall not exceed twenty (20) years.
4. **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. If notice is not received, the Agreement shall automatically be renewed for another year. 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.
5. **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 shall remain in effect for the balance of the period remaining since the original execution or the last annual renewal date.
6. **FEES.** The City may require that the Owner(s) of the Historic Property pay a fee that shall not exceed the reasonable cost of providing services, such as inspections, pursuant to Government Code Section 50281.1 (Article 12 of Chapter 1 of Part 1 of Division 1 of Title 5 of the Government Code), for which the fee is charged.
7. **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.
8. **PRESERVATION OF PROPERTY.** Owner shall preserve and maintain the characteristics of historical significance of the Historic Property and agrees to complete rehabilitation and/or maintenance activities as defined in the Rehabilitation/Restoration and Maintenance Plan attached as “Exhibit C”. Requests for 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 any view corridor with any new structure, including but not limited to walls, fences, or shrubbery, so as to prevent the viewing of the Historic Property from the public right-of-way.

9. **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, the State Historical Building Code, and the City of Carmel-by-the-Sea, all as amended.
10. **INSPECTIONS.** Owner shall allow periodic examinations, at least every five (5) years, with reasonable notice thereof, of the interior and exterior of the Historic Property by representatives of the County of Monterey Assessor and the City of Carmel-By-The-Sea as may be necessary to determine Owner's compliance with the terms and provisions of this Agreement. The City will coordinate inspections by such other agencies that have jurisdiction and will keep them to the minimum necessary to determinate such compliance.
11. **PROVISION OF INFORMATION.** Owner shall furnish City with any and all information required by City, in order to determine the eligibility of the Historic Property, and that City deems necessary or advisable to determine compliance with the terms and provisions of this Agreement.
12. **ANNUAL REPORT.** Owner shall submit an annual report at least 90 days prior to each annual renewal date (October 1st) 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.
13. **CANCELLATION.** The City has the right to cancel the contract if the owner allows the property to deteriorate to the point that it no longer meets the standards for a qualified historical property. The City also has the right to cancel this contract if the owner(s) breaches the provisions of paragraph's # 8, 9, 10 or 12 of this Agreement after the City has provided reasonable notice of any failure to comply with the agreement, and a public hearing. Notice of the hearing shall be mailed to the last known address of each owner of the property, with the notice conforming to the provisions of Government Code section 6061., If after notice and a hearing, the contract is cancelled, termination of the Agreement is immediate, and the owner shall pay a cancellation fee equal to 12.5 percent of the current fair market value of the property, as determined by the Monterey County Assessor as though the property were free of the contractual restriction. The cancellation fee shall be paid to the Assessor, at the time and in the manner that the Assessor shall prescribe. 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.

14. **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.
15. **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.
16. **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.
17. **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 Planning & Building Department
Attn: Community Planning & Building Director
P.O. Box CC
Carmel-By-The-Sea, CA 93921

Owner: Sentimental Journey LLC
PO Box Y
Carmel, CA, 93921

Notice to successors in interest to either party shall be sent to the appropriate address. In the case of future Owner(s) of the Historic Property, notice shall be sent to the address on file with the county property tax office in power at the time.

18. **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. From and after the time of the recordation, this Agreement shall impart a notice thereof to all persons as is afforded under state law.
19. **STATE LAW.** 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.
20. **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.
21. **AMENDMENTS.** This agreement may be amended in whole or in part, only by a written-recorded instrument executed by the parties hereto.
22. **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. Such Agreement shall be null and void for all purposes of determining the value of the property so acquired.
23. **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.

24. **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: Richard L. Rerig ("Chip")

Title: City Administrator

PROPERTY OWNER:

By: _____

Date: _____

Name: Gerard A. Rose, on behalf of Sentimental Journey, LLC

Title: Attorney

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B
DPR 523 FORM

EXHIBIT C
REHABILITATION AND MAINTENANCE PLAN

DRAFT

City of Carmel	
Mills Act Rehabilitation and Maintenance Plan	
Property Address:	Lincoln St. at Seventh Ave.
Owner Name:	Sentimental Journey LLC
Owner Telephone No.:	(831) 624-3871
Plan Prepared by: Christopher Barlow AIA, LEED AP, NCARB	

Cypress Inn (a.k.a. Hotel La Ribera) Lincoln St. at Seventh Avenue, Carmel CA											
Mills Act Rehabilitation and Maintenance Plan											
Work Item	Anticipated Year of Completion										Cost Estimate
(Maintenance/Rehabilitation)	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	(net per item)
STRUCTURAL UPGRADES											
Investigate plaster cracking at tower & repair (Maintenance)				\$80,000							\$80,000
BUILDING SYSTEM UPGRADES											
Plumbing repairs: Replace old galvanized H2O pipes (Rehab.)			\$95,000								\$95,000
Plumbing repairs: Replace aged sewer pipe sections (Rehab.)		\$20,000									\$20,000
Required Fire Alarm upgrades (Maintenance)	\$60,000										\$60,000
Required elevator upgrades for ADA (Rehabilitation)							\$50,000				\$50,000
ADA upgrades for public restrooms (Rehabilitation)				\$24,000							\$24,000
Major infrastructure replacemnt: Boiler & H2O Softener (Rehab.)					\$90,000						\$90,000
Major infrastructure upgrade: Electrical distribution (Rehab.)									\$80,000		\$80,000
EXTERIOR FEATURES, MATERIALS, AND FINISHES											
Paint all Exterior of all walls every 6 years (Maintenance)				\$80,000						\$80,000	\$160,000
Repair/Rehabilitate windows for egress and acoustics (Rehab.)		\$110,000									\$110,000
In kind' Roofing repairs and replacement (Rehabilitation)						\$50,000					\$50,000
Termite testing and repairs (Maintenance)								\$75,000			\$75,000
HARDSCAPE AND LANDSCAPE											
Exterior gate, stair, walkway & door landings ADA work (Rehab.)						\$10,000	\$10,000	\$10,000	\$10,000		\$40,000
Resolve waterproofing issues at existing courtyard planter			\$180,000								\$180,000
ANNUAL TOTAL	\$60,000	\$130,000	\$275,000	\$184,000	\$90,000	\$60,000	\$60,000	\$85,000	\$90,000	\$80,000	CUMULATIVE TOTAL
RUNNING TOTAL	\$60,000	\$190,000	\$465,000	\$649,000	\$739,000	\$799,000	\$859,000	\$944,000	\$1,034,000	\$1,114,000	

Notes: Frequency of repairs continues beyond 2032 based on interval proposed. Dollar amounts will be reviewed at 10 year intervals and adjusted for inflation as appropriate

CYPRESS INN

Lincoln Street at Seventh Avenue



Photo #1, Overall main façade looking East from Lincoln Street



Photo #2, Detail: Tilework and Tower looking East from Lincoln Street



Photos #3-4, Plaster/paint damage at Lincoln Street service entrance



Photo #5, Typical deterioration of exposed wood at underside of eave
(viewed from Lincoln Street)



Photo #6, Patch over cracking plaster at Lincoln Street façade



Photo #7, View of main entry from Lincoln Street (ADA entry is off 7th)



Photo #8, Overall side façade looking North from Seventh Avenue



Photo #9, View of tower near courtyard entry at Seventh Avenue



Photo #11 View of rear facade (North side of building is inaccessible)



Photo #12, Typical deterioration of single pane metal window (View from 7th Ave)



Photo #13, Concrete and plaster cracking as seen from Seventh Avenue courtyard

SECRETARY OF THE INTERIOR'S STANDARDS FOR THE TREATMENT OF HISTORIC PROPERTIES
Standards for Rehabilitation

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

The land referred to is situated in the County of Monterey, City of Carmel, State of California, and is described as follows:

Lots 18, 20 and 22 in Block 75, as said Lots and Block are shown on that certain map entitled, Map of "Carmel-by-the-Sea, Monterey County, California", filed for record March 7, 1907 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 2.



CITY OF CARMEL-BY-THE-SEA HISTORIC RESOURCES BOARD Staff Report

August 21, 2023
PUBLIC HEARINGS

TO: Historic Resources Board Commissioners

SUBMITTED BY: Katherine Wallace, Associate Planner

SUBJECT: **MA 23-116 (Esperanza Carmel, LLC):** Consideration of making a recommendation to the City Council on a Mills Act Contract application, MA 23-116 (Esperanza Carmel, LLC), for the historic "Mrs. Clinton Walker House" listed on the Carmel Register and located at 26336 Scenic Road in the Single-Family Residential (R-1) District. APN 009-423-001.

RECOMMENDATION:

Adopt a Resolution (**Attachment 1**) recommending that the City Council enter into a Mills Act Contract with Esperanza Carmel, LLC for the historic "Mrs. Clinton Walker House" located at 26336 Scenic Road (APN 009-423-001).

BACKGROUND/SUMMARY:

The site is located at 26363 Scenic Road in the Single Family Residential (R-1) Zoning District. The existing residence is known as the "Mrs. Clinton Walker House," and also known as "Cabin on the Rocks." The low, one-story, concrete and Carmel stone building projects out on a granite outcropping over Carmel Bay. The residence was designed by architect Frank Lloyd Wright in 1948 and was constructed by Miles Bain and Walter Olds in 1951-1952 for the original owner, Mrs. Clinton Walker.

A Department of Parks and Recreation (DPR) Form 523 was completed for the "Mrs. Clinton Walker House" in 2001 by Richard N. Janick (**Attachment 2**) and the resource was added to the Carmel Inventory on May 25, 2005. A Resolution Designating a Historic Resource for APN 009-423-001 was recorded with the County Recorder on January 4, 2007 (Document #2007001115) (**Attachment 3**).

In order to qualify for a Mills Act contract, a property must first be included on the Carmel Inventory and then added to the Carmel Register of Historic Resources. As noted above, the property was added to the Carmel Inventory in 2005. The property was also listed on the National Register (reference #16000634), and on the California Register on September 19, 2016. CMC Section 17.32.090.A.1 states, "*Resources identified as significant at a State or national level in the inventory shall be automatically listed in the register.*" The resource was therefore automatically added to the Carmel Register.

On May 28, 2019, then-property owner Charles Henderson submitted an application for a Mills Act Historical Property Contract. The Historic Resources Board recommended approval of the contract on June 17, 2019, and the City Council voted to enter into a Mills Act Historical Property Contract with the

property owner. However, before the contract was finalized and recorded with the County, the property owner withdrew the application.

The property was sold on February 17, 2023 to Esperanza Carmel, LLC. On April 20, 2023, Christopher Mitchell, Managing Director of Esperanza Carmel, LLC, submitted a Mills Act application (MA 23-116) on behalf of the current property owner.

STAFF ANALYSIS:

Carmel Municipal Code Section 17.32.090 sets forth the eligibility criteria for the Carmel Register of Historic Resources and Section 17.32.100 sets forth the benefits available to historic resources on the Register.

Carmel Register of Historic Resources

The Carmel Municipal Code requires that the City maintain a Register of Historic Resources designated by the City for public recognition and benefits. Only identified historic resources included in the Carmel Inventory are eligible for listing on the Register. Resources listed on the National or State registers are automatically listed on the Carmel Register.

As noted above, the property was added to the Carmel Inventory on May 25, 2005 and recorded on January 4, 2007. The property was also listed on the National and State registers on September 19, 2016 and therefore automatically added to the Carmel Register.

Benefits Available to Historic Resources

The Carmel Municipal Code establishes incentive programs for owners of historic resources that are listed on the Carmel Register. One such incentive is a Mills Act Historical Property Contract. A Mills Act Historical Property Contract is an agreement between the City and a property owner of a historic building whereby the property owner agrees to rehabilitate, maintain and preserve the historical building and in return receives a reduction in property taxes.

The Contract requires that, 1) historic elements of the property are maintained in good condition; 2) a plan for the rehabilitation and maintenance of the historic resource is prepared and submitted by a qualified professional; 3) implementation of the plan conforms to the Secretary of the Interior's Standards for Rehabilitation; and, 4) an annual report is submitted to the City specifying all work that was done to maintain and preserve the historic resource during the year.

A Mills Act contract has a term of 10 years and one year is added to the term annually upon each anniversary date of the contract unless one or both parties take action to terminate the contract. The total length of the contract is 20 years. The draft contract is included as **Attachment 4**.

Findings

Carmel Municipal Code Section 17.32.100.B.6(c) sets forth findings that the Historic Resources Board and City Council shall make in order to grant approval of a Mills Act Contract. The required findings are listed below followed by a staff response on how the application meets the requirements.

1. *The building is designated as a historic resource by the City and is listed on the Carmel Register.*

Staff Response: The residence was the subject of a historic evaluation in 2001 by Richard N. Janick and was placed on the Carmel Inventory of Historic Resources in 2005 and the Carmel Register of Historic Resources in 2016.

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

Staff Response: The applicant submitted a rehabilitation and maintenance plan (**Attachment 5**). The plan covers a period of 10 years from 2024-2033 and estimates \$1,343,654 in work projects. The plan was compiled by Christopher Barlow, Architect, on behalf of the applicant. The plan includes routine maintenance (such as exterior painting) as well as more substantial repairs including, replacing the roof, electrical and plumbing upgrades, window rehabilitation and replacement (if deteriorated beyond repair); and replacing the interior boiler. All rehabilitation and maintenance work will be performed in conformance with the Secretary of Interior's Standards for Rehabilitation (**Attachment 6**).

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.*

Staff Response: Past exterior rehabilitation has not significantly altered, damaged, or diminished any primary elevation or character-defining feature; increased floor area by more than 15%, or resulted in a second-story addition. As noted above, planned rehabilitation and maintenance work will be performed in conformance with the Secretary of Interior's Standards for Rehabilitation. Any future alterations are required to be consistent with conditions A-D above. Minor alterations, as defined in CMC section 17.32.150, may be approved by staff; however, major alterations, as defined in CMC section 17.32.160 would be reviewed by a qualified professional and presented to the Historic Resources Board for review.

4. *The Mills Act contract will aid in offsetting the costs of rehabilitating and maintaining the historic resource.*

Staff Response: Approval of the contract would assist in offsetting the rehabilitation and maintenance costs of preserving the "Mrs. Clinton Walker House" by reducing the tax liability on the property thereby freeing up funds for the rehabilitation. Some of the more notable work that is proposed to be accomplished within the first few years would include electrical and plumbing upgrades, boiler replacement, window repair (where possible) and in-kind replacement (where deteriorated beyond repair), and façade brickwork maintenance.

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.*

Staff Response: Approval of the Mills Act Contract will be consistent with Goal 1-5 and Objective 1-16 of the Land Use & Community Character Element of the General Plan which encourages providing incentives for property owners to preserve and rehabilitate historic resources. Although the adoption of a Mills Act Contract will decrease property tax revenue to the City, the financial impact would be minimal because: 1) the number of Mills Act contracts is limited to fifteen over a 3-year period (no applications were approved in 2020 or 2021, four applications were approved in 2022, one application has already been approved in 2023

(L'Auberge), and four applications are currently in review in 2023); 2) the City would continue to receive a portion of the property tax revenue (which has increased following the February 2023 sale of the property); and, 3) the value of preserving a historic resource offsets the loss of revenue. This contract represents an equitable balance of public and private interests.

Next Steps: The Historic Resources Board may choose to approve the draft Resolution, approve with Conditions, or deny the draft Resolution. If the draft Resolution is approved, the application will proceed for review by the City Council. If the City Council enters into a Mills Act Contract for this property, the contract will be recorded with the Monterey County Recorder and will take effect January 1, 2024.

FISCAL IMPACT:

See discussion of Finding #5.

ATTACHMENTS:

Attachment 1 - HRB Resolution

Attachment 2 - DPR Form

Attachment 3 - Inventory Recording

Attachment 4 - Draft Mills Act Contract

Attachment 5 - Rehabilitation/Maintenance Plan

Attachment 6 - Secretary of the Interior's Standards for Rehabilitation

Attachment 7 - Legal Property Description

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

HISTORIC RESOURCES BOARD RESOLUTION NO. 2023-XX-HRB

**A RESOLUTION OF THE HISTORIC RESOURCES BOARD OF THE CITY OF CARMEL-BY-THE-SEA
RECOMMENDING THAT THE CITY COUNCIL ENTER INTO A MILLS ACT CONTRACT WITH ESPERANZA
CARMEL, LLC FOR THE PROPERTY LOCATED AT 26336 SCENIC ROAD IN THE SINGLE-FAMILY
RESIDENTIAL DISTRICT (APN 009-423-001).**

WHEREAS, on April 20, 2023, Christopher Mitchell, Managing Director of Esperanza Carmel, LLC (“Applicant”) submitted an application on behalf of Esperanza Carmel, LLC (“Owner”) requesting to enter into a Mills Act contract (MA 23-116, Esperanza Carmel, LLC) described herein as (“Application”) for the historic “Mrs. Clinton Walker House”; and

WHEREAS, the Application has been submitted for the property located at 26336 Scenic Road, in the Single Family Residential (R-1) District (Block B, Lot 18); and

WHEREAS, the historic “Mrs. Clinton Walker House” is listed on the Carmel Inventory and the Carmel Register of Historic Resources; and

WHEREAS, one of the benefits of being included on the Register is the ability to enter into a Mills Act Historical Property Contract with the City; and

WHEREAS, the Applicant is requesting to enter into a Mills Act contract with the City and in accordance with Carmel Municipal Code (CMC) Section 17.32.100.B.6 (Review Process), the Historic Resources Board shall consider the application and make a recommendation to the City Council to approve, approve with conditions, or deny the application; and

WHEREAS, on August 11, 2023, notice of the August 21, 2023 public hearing was published in the Carmel Pine Cone, in compliance with State law (California Government Code 65091), and mailed to owners of real property within a 300-foot radius of the project indicating the date and time of the public hearing; and

WHEREAS, on or before August 11, 2023 the Applicant posted the public notice on the project site and hand-delivered a copy of the public notice to each property within a 100-foot radius of the project site indicating the date and time of the public hearing; and

WHEREAS, on or before August 18, 2023 the meeting agenda was posted in three locations in compliance with State law indicating the date and time of the public hearing; and

WHEREAS, on August 21, 2023, the Historic Resources Board held a public meeting to consider the application for a Mills Act contract, including without limitation, information provided to the Historic Resources Board by City staff and through public testimony; and

WHEREAS, this Resolution and its findings are made based upon evidence presented to the Historic Resources Board at the August 21, 2023 meeting including, without limitation, the staff report and attachments submitted by the Community Planning and Building Department; and

WHEREAS, the Historic Resources Board did hear and consider all said reports, attachments, recommendations and testimony herein above set forth and used their independent judgement to evaluate the project; and

WHEREAS, the facts set forth in the recitals are true and correct and are incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED, that the Historic Resources Board of the City of Carmel-By-The-Sea does hereby make the following findings and determinations regarding the **Mills Act Contract**:

<u>FINDINGS REQUIRED FOR A MILLS ACT CONTRACT</u>		
For each of the required findings listed below, staff has indicated whether the application supports the adoption of the findings. For all findings checked "no" the staff report discusses the issues to facilitate the Historic Resources Board's decision-making. Findings checked "yes" may or may not be discussed in the report depending on the issues.		
CMC 17.32.100.B.6.c	YES	NO
i. The building is designated as an historic resource by the City and is listed on the Carmel Register.	✓	
ii. The proposed rehabilitation/restoration and maintenance plan is appropriate in scope and sufficient in detail to guide long-term rehabilitation/restoration and maintenance. Required maintenance and rehabilitation should be more significant than just routine maintenance that would be expected for any property.	✓	
iii. 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.	✓	
iv. The Mills Act contract will aid in offsetting the costs of rehabilitating and maintaining the historic resource.	✓	

v. 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.	✓	
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BE IT FURTHER RESOLVED that the Historic Resources Board of the City of Carmel-by-the-Sea does hereby recommend that the City Council enter into a Mills Act Contract (MA 23-116, Esperanza Carmel, LLC) for the historic “Mrs. Clinton Walker House” located at 26336 Scenic Road (APN 009-423-001).

PASSED, APPROVED AND ADOPTED BY THE HISTORIC RESOURCES BOARD OF THE CITY OF CARMEL-BY-THE-SEA this 21th day of August, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Jordan Chroman
Chair

Leah Young
Historic Resources Board Secretary

PRIMARY RECORD

Primary # _____ Attachment 2

HRI# _____

Trinomial _____

NRHP Status Code _____

Other Listings _____

Review Code _____

Reviewer _____

Date _____

Page 1 of 5

*Resource Name or #: (Assigned by recorder) Mrs. Clinton Walker House

P1. Other Identifier: Cabin on the Rocks

*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 _____ ¼ of _____ ¼ of Sec _____ B.M.

c. Address N.S. Santa Lucia bet. Martin Way & Bay City Carmel By The Sea Zip 93921

d. UTM: (Give more than one for large and/or linear resources) Zone View mE/ _____ mN

e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate)

Monterey County Assessor's Parcel #9-423-1 (Block B, Lot 18)

*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

See Continuation Sheet.

*P3b. Resource Attributes: (List attributes and codes) HP-2 Single Family Residence

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



P5b. Description of Photo: (View, date, accession #) West Facade
8/14/01 #1857-18

*P6. Date Constructed/Age and Sources: ☒ Historic

☐ Prehistoric ☐ Both
1951-52 "The Cabin on the Rocks" (1994)

*P7. Owner and Address:

Henderson Family Trust
77 New Place Road
Hillsborough, CA 94010

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

Richard N. Janick
MART

*P9. Date Recorded: 7/20/01

*P10. Survey Type: (Describe)

Carmel HRI
2001

*P11. 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

Page 2 of 5

*NRHP Status Code 3S

*Resource Name or # (Assigned by recorder) Mrs. Clinton Walker House

B1. Historic Name: Mrs. Clinton Walker House

B2. Common Name: _____

B3. Original Use: Single Family Residence B4. Present Use: Vacation House

*B5. Architectural Style: Frank Lloyd Wright - Organic Architecture

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

See Continuation Sheet.

*B7. Moved? ☒ No ☐ Yes ☐ Unknown Date: _____ Original Location: _____

*B8. Related Features:

1. The stone work was done by the DeMaria Bros. and was Mrs. Walker's contribution to the design when the "Desert Masonry" proved ineffective. 2. A kitchen door was also fabricated by Mrs. Walker's insistence against Wright's plan.

B9a. Architect: Frank Lloyd Wright

b. Builder: Miles Bain (Local) and

*B10. Significance: Theme "Organic Architecture"

Area Walter Olds (Bay Area)

Period of Significance Post WW II

Property Type S.F.R.

Applicable Criteria CR3

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

See Continuation Sheet.

B11. Additional Resource Attributes: (List attributes and codes) HP-2 Single Family Residence

*B12. References:

See Continuation Sheet.

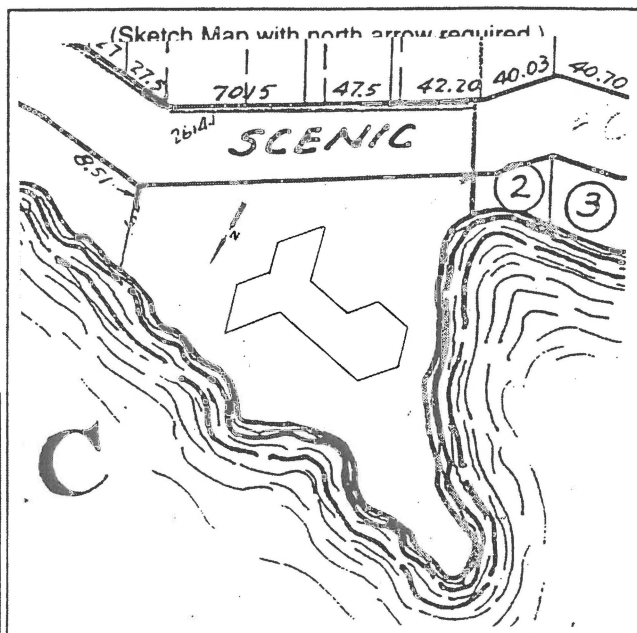
B13. Remarks:

Zoning R-1

*B14. Evaluator: Richard N. Janick, MARI

*Date of Evaluation: Carmel HRI, Summer 2001

(This space reserved for official comments.)



CONTINUATION SHEET

Primary # _____ Attachment 2

HRI# _____

Trinomial _____

Page 3 of 5

*Resource Name or # (Assigned by recorder) Mrs. Clinton Walker House

*Recorded by Richard N. Janick

*Date Summer 2001 ☐ Continuation ☐ Update

P3a. Description:

A low one-story concrete and "Carmel Stone" house that projects out on a granite outcropping into Carmel Bay. The plan features a hexagonal living room covered by a hexagonal low hipped roof sheathed in weathered copper. The gabled roof bedroom wing extends into a hipped roof carport that features an open window to a Thomas Church-landscaped garden and the ocean. The waves of Carmel Bay break against a triangular ship-like prow of concrete and "Carmel Stone" forming a terrace beyond the panoramic glazed living room. Inverse stepped windows framed in Cherokee-red painted steel enclose and surround the living room. The bedroom wing features a loggia of redwood French doors that open out into the garden and diagonal redwood screens that shield the wind. The master bedroom, the studio addition of 1960-61, features a fireplace and extends at an angle opposite the carport giving the plan a footprint of a "fish" form when seen from above. The stepped in window treatment is used in the master bedroom and two smaller guest bedrooms. A glass and steel screen shields a private patio off the master bedroom accessible through redwood and glass French doors. A long redwood fence and overgrown cypress trees shield the property from Scenic Road and a trapezoidal shaped redwood gate extends from the fence to a concrete and "Carmel Stone" triangular support post that originally contained a circular planter filled with blue-green tinted glass spheres illuminated by recessed lighting. The house sits on a concrete slab foundation and red-tinted concrete floor inscribed by hexagonal patterns and containing copper tubes for radiant heating. From the west, the terrace and living room form a distinct ship cutting through the waves. From the east, the terrace disappears and the long-low roof line and ribboned windows of the guest bedrooms form a natural extension of the rock outcrop that anchors the house to the site.

B6. Construction History:

1. First Rendering and Plans – 1948 – Carport facing southwest copper roof.
2. Revised Rendering and Plans – 1949 – Carport facing southeast copper roof.
3. Working Drawings – Specifications – 1950 – Based on Revised 1949 Plan.
4. Monterey County Zoning Permit Application #C-46, 4/24/50. Architect: Frank Lloyd Wright. Contractor: Miles Bain. Building 2,000 sq. ft. – 9,170 sq. ft. lot. Initial Projected Cost: \$35,000.
5. Construction Period (April 1951 to November 1952):
 - a. "Desert Masonry" changed to "Carmel Stone." Supervising Architects: Aaron Green and Walter Olds.
 - b. Concrete floor instead of "Green Slate."
 - c. "Kitchen door" added – against Wright's scheme.
 - d. Fireplace in bedroom – main fireplace problems (Pole wood).
 - e. Loggia doors and screens on west versus east.
 - f. Copper roof changed to "Ludowichi-Celadon" roof. Triangular ceramic glazed interlocking metal panels in blue-green color pattern. Architectural porcelain construction – Oakland – Roos Roofing Co. Final cost \$55,000.
 - g. Tommy Church Landscape.

CONTINUATION SHEET

Primary # _____ Attachment 2

HRI# _____

Trlnomial _____

Page 4 of 5

*Resource Name or # (Assigned by recorder) Mrs. Clinton Walker House

*Recorded by Richard N. Janick

*Date Summer 2001 ☐ Continuation ☐ Update

B6. Construction History (Continued):

- h. Roof leaks (May 1956). Replaced with copper panels of original design – P.M.C. Roofing Co., Pacheco, California
- i. Studio Addition design to bedroom – November 1956 – later carried out in 1960–61 by Sandy Walker, A.I.A., nephew of Mrs. Walker (Wright died in April 1959. Became Master Bedroom.
- j. Mermaid Sculpture on deck – Mrs. Walker acquisition.
- k. Permit #97-102 – May 1997 – new copper roof by P.M.C. Roofing, Pacheco, California - \$50,000 – original contractors in 1956.
- l. New Gate – 1999 – Built to original specifications.
- m. Permit # R.E. 00-41 – New fence built to exact specifications of old fence – October 2000 (completed 2001) (horizontal redwood board and batten – 5 ft. high).
- 6. 1996 – “Frank Lloyd Wright Conservancy” – detailed “as-is” analysis of the house, identifying future maintenance.

B10. Significance:

This house qualifies as both a State Historical Resource and National Historic Resource under Criteria #3 as the only house designed and constructed by Frank Lloyd Wright in Carmel that also relates directly to its seaside location and environment. It has been internationally photographed and published and was even featured in the 1960 motion picture “A Summer Place.” The house, originally designed as a vacation home, has been willed to the Henderson Family Trust (Harriet Henderson is Mrs. Clinton Walker’s daughter), and continues to be utilized with its original intent. Wright also designed three other houses on coastal sites in the Carmel-Pebble Beach area

- 1. The John Nesbitt House – “Sea Garden” 1941 – Pebble Beach.
 - 2. The Stuart Haldorn House – “The Wave” 1945 – Carmel Point.
 - 3. The George Clark House – “Sunbonnet” 1952 – Carmel Beach.
- that were not built.

The Clark House was adapted to the Arizona Desert for Georgine Boomer in 1955–1956. The Nesbitt and the Haldorn Houses were featured in a color portfolio of Wright’s renderings published in the 1960s.

The Walker House fully embodies Wright’s concept of “organic” architecture. The *hexagonal plan* derives from the Paul Hanna House. At Stanford University (1937) and the stepped recessed window pattern is seen in the Haldorn House of 1945 and was also utilized at “Kentuck-Nob,” S.W. Pennsylvania in the mid-1950s. The walls of native “Carmel Stone” and the natural redwood and Douglas fir trim speak to Wright’s use of “natural” materials. Radiant heating and the steel-framed inverse pyramid windows express Wright’s innovative use of new technology. The unique siting, it’s the only house in complete public view within Carmel City limits on the ocean side, is a masterpiece, as each façade emphasizes its harmony with nature. This house is one of the trademarks within Wright’s vast architectural spectrum and universally recognized throughout the world.

CONTINUATION SHEET

Trinomial _____

Page 5 of 5 *Resource Name or # (Assigned by recorder) Mrs. Clinton Walker House

*Recorded by Richard N. Janick *Date Summer 2001 ☐ Continuation ☐ Update

B10. Significance (Continued):

THOMAS D. CHURCH

Church was born in 1902 and graduated from the University of California, Berkeley, in 1921. In 1925, he received the degree of Master of Arts in Landscape Architecture from Harvard University. Since 1928, he has practiced in the San Francisco Bay Area and has made a major contribution to the field of modern landscape design, principally in the decades 1930–1960.

The Walker family are descended from the Walker Art Center in Minneapolis, Minnesota, and the Henderson Family Trust also owns houses designed by William Wilson Wurster in Hillsborough, California, and Joseph Frederick in Lake Tahoe, California.

B12. References:

"The Cabin on the Rocks," Chronology of Mrs. Clinton Walker's House, correspondence from Tahesin Archives, compiled by Richard N. Janick, Carmel, California, 1994.

Homes Illustrated: Carmel By The Sea, Home for Mrs. Clinton Walker. Photography by George Seidenech. List of Contractors.

Return to:
Carmel City Hall
Post Office Drawer G
Carmel, CA 93921
Attention, Brian Roseth

DOCUMENT: 2007001115



Titles: 1/ Pages:

Attachment 3

Fees

Taxes

Other

AMT PAID

RESOLUTION

DESIGNATING AN HISTORIC RESOURCE

The Department of Community Planning and Building of the City of Carmel-by-the-Sea completed intensive survey work, received approval from the California Coastal Commission and made an Administrative Determination that the property identified below meets the criteria for an historic resource as established in the City's General Plan, the Municipal Code and the Local Coastal Program for Carmel-by-the-Sea.

Based on this determination, effective 25 May 2005, the Department of Community Planning and Building resolved to designate the property described below as a local resource on the Carmel Inventory of Historic Resources.

This Resolution/Administrative Determination is 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.

Assessor's Parcel Number: 009423001000

Block: B-18 **Lot(s):** ALL

Current Owner: HENDERSON, WELLINGTON JR.

Street Location: W/S SCENIC BET. MARTIN WAY & OCEAN VIEW

It is the purpose of this Resolution/Administrative Determination to alert the owner, 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. Specific regulations affecting remodels, alterations, additions and demolitions can be found in the City of Carmel-by-the-Sea planning documents referenced above.

Certified by:

Brian Roseth,
Principal Planner, Carmel-by-the-Sea

END OF DOCUMENT

RECORDING REQUESTED BY
CITY OF CARMEL-BY-THE-SEA

AND WHEN RECORDED MAIL TO

Carmel City Hall
Attn: Community Planning & Building
P.O. Box CC
Carmel-By-The-Sea, CA 93921

This space reserved for the Recorder's use only

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

THIS AGREEMENT is made and entered by and between the CITY OF CARMEL-BY-THE-SEA a municipal corporation (hereinafter referred to as "City"), and Esperanza Carmel, LLC (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 26336 Scenic Road (APN: 009-423-001), Carmel-By-The-Sea, 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 reference;
- (iii) The property is identified as a historic resource on the City of Carmel-By-The-Sea's Historic Inventory and Register of Historic Resources and is further described in the DPR 523 Form attached hereto, marked as "**Exhibit B**" and is incorporated herein by reference;
- (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, as it exists at the date of this contract and as described in the City's Register of Historic Resources and the National Register of Historic Places, 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. **INCORPORATION OF RECITALS.** All recitals are incorporated into this Agreement.
2. **EFFECTIVE DATE AND TERM.** This Agreement shall be effective and commence on the date the Agreement is signed by the City, unless otherwise indicated by the County of Monterey, and shall remain in effect for a minimum term of ten (10) years thereafter.
3. **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 4 of this Agreement. The total length of the contract shall not exceed twenty (20) years.
4. **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. If notice is not received, the Agreement shall automatically be renewed for another year. 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.
5. **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 shall remain in effect for the balance of the period remaining since the original execution or the last annual renewal date.
6. **FEES.** The City may require that the Owner(s) of the Historic Property pay a fee that shall not exceed the reasonable cost of providing services, such as inspections, pursuant to Government Code Section 50281.1 (Article 12 of Chapter 1 of Part 1 of Division 1 of Title 5 of the Government Code), for which the fee is charged.
7. **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.
8. **PRESERVATION OF PROPERTY.** Owner shall preserve and maintain the characteristics of historical significance of the Historic Property and agrees to complete rehabilitation and/or maintenance activities as defined in the Rehabilitation/Restoration and Maintenance Plan attached as “Exhibit C”. Requests for 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 any view corridor with any new structure, including but not limited to walls, fences, or shrubbery, so as to prevent the viewing of the Historic Property from the public right-of-way.

9. **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, the State Historical Building Code, and the City of Carmel-by-the-Sea, all as amended.
10. **INSPECTIONS.** Owner shall allow periodic examinations, at least every five (5) years, with reasonable notice thereof, of the interior and exterior of the Historic Property by representatives of the County of Monterey Assessor and the City of Carmel-By-The-Sea as may be necessary to determine Owner's compliance with the terms and provisions of this Agreement. The City will coordinate inspections by such other agencies that have jurisdiction and will keep them to the minimum necessary to determinate such compliance.
11. **PROVISION OF INFORMATION.** Owner shall furnish City with any and all information required by City, in order to determine the eligibility of the Historic Property, and that City deems necessary or advisable to determine compliance with the terms and provisions of this Agreement.
12. **ANNUAL REPORT.** Owner shall submit an annual report at least 90 days prior to each annual renewal date (October 1st) 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.
13. **CANCELLATION.** The City has the right to cancel the contract if the owner allows the property to deteriorate to the point that it no longer meets the standards for a qualified historical property. The City also has the right to cancel this contract if the owner(s) breaches the provisions of paragraph's # 8, 9, 10 or 12 of this Agreement after the City has provided reasonable notice of any failure to comply with the agreement, and a public hearing. Notice of the hearing shall be mailed to the last known address of each owner of the property, with the notice conforming to the provisions of Government Code section 6061., If after notice and a hearing, the contract is cancelled, termination of the Agreement is immediate, and the owner shall pay a cancellation fee equal to 12.5 percent of the current fair market value of the property, as determined by the Monterey County Assessor as though the property were free of the contractual restriction. The cancellation fee shall be paid to the Assessor, at the time and in the manner that the Assessor shall prescribe. 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.

14. **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.
15. **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.
16. **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.
17. **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 Planning & Building Department
Attn: Community Planning & Building Director
P.O. Box CC
Carmel-By-The-Sea, CA 93921

Owner: Esperanza Carmel, LLC
PO Box 134
Carmel by the Sea, CA, 93921

Notice to successors in interest to either party shall be sent to the appropriate address. In the case of future Owner(s) of the Historic Property, notice shall be sent to the address on file with the county property tax office in power at the time.

18. **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. From and after the time of the recordation, this Agreement shall impart a notice thereof to all persons as is afforded under state law.
19. **STATE LAW.** 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.
20. **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.
21. **AMENDMENTS.** This agreement may be amended in whole or in part, only by a written-recorded instrument executed by the parties hereto.
22. **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. Such Agreement shall be null and void for all purposes of determining the value of the property so acquired.
23. **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.

24. **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: Richard L. Rerig ("Chip")

Title: City Administrator

PROPERTY OWNER(S):

By: _____

Date: _____

Name: Christopher Mitchell on behalf of Esperanza

Carmel, LLC

Title: Managing Director

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B
DPR 523 FORM

EXHIBIT C
REHABILITATION AND MAINTENANCE PLAN

DRAFT

Mills Act Application - Frank Lloyd Wright House 'Cabin on the Rocks'
10 Year Rehabilitation and Maintenance Plan

MAINTENANCE TABLE											
Work Item	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	Totals
Year	1	2	3	4	5	6	7	8	9	10	
Front Gate Repair & Maintenance (incl. front pedestal light)	\$10,000.00	\$5,000.00	\$500.00	\$515.00	\$530.45	\$546.36	\$562.75	\$579.64	\$597.03	\$614.94	\$19,446.17
Replace Roof						\$600,000.00					\$600,000.00
Roof & Roof Drainage Maintenance Programme	\$1,000.00	\$1,030.00	\$1,060.90	\$1,092.73	\$1,125.51	\$1,159.27	\$1,194.05	\$1,229.87	\$1,266.77	\$1,304.77	\$11,463.88
Electrical Upgrade & Maintenance Programme	\$4,000.00	\$20,000.00	\$1,500.00	\$1,545.00	\$1,591.35	\$1,639.09	\$1,688.26	\$1,738.91	\$1,791.08	\$1,844.81	\$37,338.50
Plumbing Upgrade & Maintenance Programme	\$3,000.00	\$3,090.00	\$10,000.00	\$3,278.18	\$3,376.53	\$3,477.82	\$3,582.16	\$3,689.62	\$3,800.31	\$3,914.32	\$41,208.94
Replace Interior Boiler		\$18,000.00									\$18,000.00
Exterior Window Rehabilitation / Repair & Maintenance	\$1,000.00	\$1,030.00	\$50,000.00	\$1,092.73	\$1,125.51	\$55,000.00	\$1,194.05	\$1,229.87	\$60,000.00	\$1,304.77	\$172,976.94
Brickwork / Façade Maintenance Programme	\$2,000.00	\$2,060.00	\$20,000.00	\$2,185.45	\$2,251.02	\$2,318.55	\$2,388.10	\$25,000.00	\$2,533.54	\$2,609.55	\$63,346.21
Ongoing Patio Restoration & Maintenance Programme	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$160,000.00
Exterior Painting Programme		\$3,000.00		\$3,180.00		\$3,370.80		\$3,573.05		\$3,787.43	\$16,911.28
Interior Stonework Repair, Cleaning and Restoration	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$30,000.00
Interior Wood Panel Restoration Programme		\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,796.37				\$30,796.37
Historic Fireplace Maintenance Programme		\$1,030.00		\$1,092.73		\$1,159.27		\$1,229.87		\$1,304.77	\$5,816.65
Exterior Lighting Maintenance / Replacement Programme			\$3,182.70			\$3,477.82			\$3,800.31		\$10,460.83
Repair Upper Level of existing Stone Steps		\$8,000.00									\$8,000.00
Ongoing Maintenance: House	\$5,000.00	\$5,150.00	\$5,304.50	\$5,463.64	\$5,627.54	\$5,796.37	\$5,970.26	\$6,149.37	\$6,333.85	\$6,523.87	\$57,319.40
Ongoing Maintenance: Grounds	\$5,000.00	\$5,150.00	\$5,304.50	\$5,463.64	\$5,627.54	\$5,796.37	\$5,970.26	\$6,149.37	\$6,333.85	\$6,523.87	\$57,319.40
Administrative budget for new 10 year budget										\$3,250.00	\$3,250.00
Totals	\$50,000.00	\$96,540.00	\$120,852.60	\$48,909.09	\$45,255.45	\$707,741.74	\$47,346.28	\$69,569.58	\$105,456.74	\$51,983.10	\$1,343,654.56

SECRETARY OF THE INTERIOR'S STANDARDS FOR THE TREATMENT OF HISTORIC PROPERTIES
Standards for Rehabilitation

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

All of Block "B-18", as show on that certain map of Addition No. 7 Carmel-by-the-Sea, in the City of Carmel-by-the-Sea, County of Monterey, State of California, filed for record May 4, 1910 in the Office of the County Recorder of said county in Volume 2 of Maps, "Cities and Towns", at page 24;
Also that certain strip of land lying between said block "B-18" and the shore line of the Pacific Ocean and bounded on its easterly end by a line running N. 20° 17' W., from the most easterly point of said Block "B-18"; and bounded on its westerly end by the common line between lots 16 and 18 in Block "B-16", as show on said map, projected northerly to the shore line of the Pacific Ocean.



CITY OF CARMEL-BY-THE-SEA HISTORIC RESOURCES BOARD Staff Report

August 21, 2023
PUBLIC HEARINGS

TO: Historic Resources Board Commissioners

SUBMITTED BY: Katherine Wallace, Associate Planner

SUBJECT: **MA 23-117 (Griffin):** Consideration of adding a historic resource to the Carmel Register and making a recommendation to the City Council on a Mills Act Contract application, MA 23-117 (Griffin), for the historic "Agnes Shorting House" located on 3rd Avenue 2 northwest of Junipero Avenue in the Single-Family Residential (R-1) District. APN 010-108-007.

RECOMMENDATION:

Adopt a Resolution (**Attachment 1**) adding a historic resource to the Carmel Register and recommending that the City Council enter into a Mills Act Contract with Michael Griffin and Kimberly S. Griffin Trust for the property located on 3rd Avenue 2 northwest of Junipero Avenue (APN 010-108-007).

BACKGROUND/SUMMARY:

The site is located on 3rd Avenue 2 northwest of Junipero Avenue in the Single-Family Residential (R-1) District. The residence was designed and built in 1927 by Frederick Bigland, a well-known Carmel designer/builder. The property is significant in the area of Architecture, as an English Cottage-style Bigland-designed residence.

A Department of Parks and Recreation (DPR) Form 523 was completed for the property in 2004 by Kent Seavey (**Attachment 2**) and the resource was added to the Carmel Inventory on May 25, 2005. The DPR form notes that in addition to significance as a Bigland-designed cottage, the property "may" potentially be significant for a detached garage built of Thermotite, a unique locally manufactured building material. A Resolution Designating a Historic Resource for the property on 3rd Avenue 2 northwest of Junipero Avenue was recorded with the County Recorder on January 4, 2007 (Document #2007001180)(**Attachment 3**).

On April 20, 2023, Christopher Barlow, Architect, submitted an application for a Mills Act Historical Property Contract on behalf of the property owners. In order to qualify for a Mills Act contract, a property must first be included on the Carmel Inventory and then added to the Carmel Register of Historic Resources. As noted above, the property was added to the Carmel Inventory in 2005; the property is not currently listed on the Carmel Register however the owners are requesting it be added at this time.

STAFF ANALYSIS:

Carmel Municipal Code Section 17.32.090 sets forth the eligibility criteria for the Carmel Register of

Historic Resources and Section 17.32.100 sets forth the benefits available to historic resources on the Register.

Carmel Register of Historic Resources

The Carmel Municipal Code requires that the City maintain a Register of Historic Resources designated by the City for public recognition and benefits. Only identified historic resources included in the Carmel Inventory are eligible for listing on the Register. Resources listed on the National or State registers are automatically listed on the Carmel Register.

As noted above, the property was added to the Carmel Inventory in 2005 and recorded in 2007. Resources identified as significant at a local or regional level are eligible for listing in the Register at the request of the property owner and upon approval by the Historic Resources Board. A Resolution adding the historic resource to the Carmel Register is provided as **Attachment 1**. The Resolution that would be recorded with Monterey County is provided as **Attachment 4**.

Benefits Available to Historic Resources

The Carmel Municipal Code establishes incentive programs for owners of historic resources that are listed on the Carmel Register. One such incentive is a Mills Act Historical Property Contract.

A Mills Act Historical Property Contract is an agreement between the City and a property owner of a historic building whereby the property owner agrees to rehabilitate, maintain and preserve the historical building and in return receives a reduction in property taxes.

The Contract requires that, 1) historic elements of the property are maintained in good condition; 2) a plan for the rehabilitation and maintenance of the historic resource is prepared and submitted by a qualified professional; 3) implementation of the plan conforms to the Secretary of the Interior's Standards for Rehabilitation; and, 4) an annual report is submitted to the City specifying all work that was done to maintain and preserve the historic resource during the year.

A Mills Act contract has a term of 10 years and one year is added to the term annually upon each anniversary date of the contract unless one or both parties take action to terminate the contract. The total length of the contract is 20 years. The draft contract is included as **Attachment 5**.

Findings

Carmel Municipal Code Section 17.32.100.B.6(c) sets forth findings that the Historic Resources Board and City Council shall make in order to grant approval of a Mills Act Contract. The required findings are listed below followed by a staff response on how the application meets the requirements.

1. *The building is designated as a historic resource by the City and is listed on the Carmel Register.*

Staff Response: The residence was the subject of a historic evaluation in 2004 by Kent Seavey and was placed on the Carmel Inventory of Historic Resources in 2005. As noted above, the applicant is requesting to add the historic resource to the Carmel Register and staff has provided a draft Resolution in support of this request for the Board to adopt (**Attachment 4**).

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

Staff Response: The applicant submitted a rehabilitation and maintenance plan (**Attachment 6**). The plan

covers a period of 10 years from 2024-2033 and estimates \$265,500 in work projects. The plan, been compiled by Christopher Barlow, Architect, includes rehabilitation and maintenance work including: foundation inspection and repairs as needed; plumbing repairs including sewer lateral; exterior painting; chimney inspection; rehabilitation and installation of original window shutters; exterior door and window assessment and repair; in-kind roof and gutter repair; stone repair at the property line and throughout; insulation repair and replacement; and termite testing and repairs. All rehabilitation and maintenance work will be performed in conformance with the Secretary of Interior's Standards for Rehabilitation (**Attachment 7**).

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.*

Staff Response: The resource retains physical integrity; a 1937 addition extended the building footprint seven feet to the south and is consistent with the architectural character of the building. The 1937 addition itself meets the 50-year threshold and was documented in the DPR Form 523 as compatible with the original building.

As noted above, planned rehabilitation and maintenance work will be performed in conformance with the Secretary of Interior's Standards for Rehabilitation. Any future alterations are required to be consistent with conditions A-D above. Minor alterations, as defined in CMC Section 17.32.150, may be approved by staff; however, major alterations (CMC Section 17.32.160) would be reviewed by a qualified professional and presented to the Historic Resources Board for review.

4. *The Mills Act contract will aid in offsetting the costs of rehabilitating and maintaining the historic resource.*

Staff Response: Approval of the contract would assist in offsetting the rehabilitation and maintenance costs of preserving the "Agnes Shorting House" by reducing the tax liability on the property thereby freeing up funds for the rehabilitation. Some of the more notable work that is proposed to be accomplished within the first few years would include: plumbing repairs, rehabilitating and installing original window shutters, and termite testing/repairs.

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.*

Staff Response: Approval of the Mills Act Contract will be consistent with Goal 1-5 and Objective 1-16 of the Land Use & Community Character Element of the General Plan which encourages providing incentives for property owners to preserve and rehabilitate historic resources. Although the adoption of a Mills Act Contract will decrease property tax revenue to the City, the financial impact would be minimal because: 1) the number of Mills Act contracts is limited to fifteen over a 3-year period (no applications were approved in 2020 or 2021, four applications were approved in 2022, one application was already approved in 2023 (L'Auberge), and four applications are under review in 2023); 2) the City would continue to receive a portion of the property tax revenue; and, 3) the value of preserving a historic resource offsets the loss of revenue.

This contract represents an equitable balance of public and private interests.

Next Steps: The Historic Resources Board may choose to approve the draft Resolution, approve with Conditions, or deny the draft Resolution. If the draft Resolution is approved, the application will proceed for review by the City Council. If the City Council enters into a Mills Act Contract for this property, the contract will be recorded with the Monterey County Recorder and will take effect January 1, 2024.

FISCAL IMPACT:

See discussion of Finding #5.

ATTACHMENTS:

Attachment 1 - HRB Resolution

Attachment 2 - DPR Form

Attachment 3 - Inventory Recording

Attachment 4 - Resolution for the Carmel Register

Attachment 5 - Draft Mills Act Contract

Attachment 6 - Rehabilitation/Maintenance Plan

Attachment 7 - Secretary of the Interior's Standards for Rehabilitation

Attachment 8 - Legal Property Description

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

HISTORIC RESOURCES BOARD RESOLUTION NO. 2023-XX-HRB

**A RESOLUTION OF THE HISTORIC RESOURCES BOARD OF THE CITY OF CARMEL-BY-THE-SEA
ADDING A HISTORIC RESOURCE TO THE CARMEL REGISTER AND RECOMMENDING THAT THE CITY
COUNCIL ENTER INTO A MILLS ACT CONTRACT WITH THE MICHAEL AND KIMBERLY S. GRIFFIN
TRUST FOR THE PROPERTY LOCATED ON 3RD AVENUE 2 NORTHWEST OF JUNIPERO STREET (APN
010-108-007)**

WHEREAS, on April 20, 2023, Christopher Barlow, Architect (“Applicant”) submitted an application on behalf of the Michael Griffin and Kimberly S. Griffin Trust (“Owner”) requesting to add the historic “Agnes Shorting House” to the Carmel Register of Historic Resources and enter into a Mills Act contract (MA 23-117, Griffin) described herein as (“Application”); and

WHEREAS, the Application has been submitted for the property located on 3rd Avenue 2 northwest of Junipero Street, in the Single Family Residential (R-1) District (Block 27, Lots parts of 17, 19); and

WHEREAS, the Applicant is requesting to add the historic “Agnes Shorting House” to the Carmel Register of Historic Resources; and

WHEREAS, in accordance with Carmel Municipal Code (CMC) Section 17.32.090 (Carmel Register of Historic Resources) the City shall maintain a Register of Historic Resources designated by the City for public recognition and benefits; and

WHEREAS, historic resources identified as significant at a local or regional level shall be eligible for listing in the Register at the request of the property owner and upon approval by the Historic Resources Board; and

WHEREAS, one of the benefits of being included on the Register is the ability to enter into a Mills Act Historical Property Contract with the City; and

WHEREAS, the Applicant is also requesting to enter into a Mills Act contract with the City and in accordance with Carmel Municipal Code (CMC) Section 17.32.100.B.6 (Review Process), the Historic Resources Board shall consider the application and make a recommendation to the City Council to approve, approve with conditions, or deny the application; and

WHEREAS, on August 11, 2023, notice of the August 21, 2023 public hearing was published in the Carmel Pine Cone in compliance with State law (California Government Code 65091), and mailed to owners of real property within a 300-foot radius of the project indicating the date and time of the public hearing; and

WHEREAS, on or before August 11, 2023 the Applicant posted the public notice on the project site and hand-delivered a copy of the public notice to each property within a 100-foot radius of the project site indicating the date and time of the public hearing; and

WHEREAS, on or before August 18, 2023 the meeting agenda was posted in three locations in compliance with State law indicating the date and time of the public hearing; and

WHEREAS, on August 21, 2023, the Historic Resources Board held a public meeting to consider adding the historic "Agnes Shorting House" to the Carmel Register and to consider the application for a Mills Act contract, including without limitation, information provided to the Historic Resources Board by City staff and through public testimony; and

WHEREAS, this Resolution and its findings are made based upon the evidence presented to the Historic Resources Board at the August 21, 2023 meeting including, without limitation, the staff report and attachments submitted by the Community Planning and Building Department; and

WHEREAS, the Historic Resources Board did hear and consider all said reports, attachments, recommendations and testimony herein above set forth and used their independent judgment to evaluate the project; and

WHEREAS, the facts set forth in the recitals are true and correct and are incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED, that the Historic Resources Board of the City of Carmel-By-The-Sea does hereby make the following findings and determinations regarding the **Mills Act Contract**:

<u>FINDINGS REQUIRED FOR A MILLS ACT CONTRACT</u>		
For each of the required findings listed below, staff has indicated whether the application supports the adoption of the findings. For all findings checked "no" the staff report discusses the issues to facilitate the Historic Resources Board's decision-making. Findings checked "yes" may or may not be discussed in the report depending on the issues.		
CMC 17.32.100.B.6.c	YES	NO
i. The building is designated as an historic resource by the City and is listed on the Carmel Register.	✓	
ii. The proposed rehabilitation/restoration and maintenance plan is appropriate in scope and sufficient in detail to guide long-term rehabilitation/restoration and maintenance. Required maintenance and rehabilitation should be more significant than just routine maintenance that would be expected for any property.	✓	
iii. 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.		
iv. The Mills Act contract will aid in offsetting the costs of rehabilitating and maintaining the historic resource.	✓	
v. 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.	✓	

BE IT FURTHER RESOLVED that the Historic Resources Board of the City of Carmel-by-the-Sea does hereby add the historic “Agnes Shorting House” to the Carmel Register of Historic Resources and recommend that the City Council enter into a Mills Act Contract (MA 23-117, Griffin) for the property located at 3rd Avenue 2 northwest of Junipero Street (APN 010-108-007).

PASSED, APPROVED AND ADOPTED BY THE HISTORIC RESOURCES BOARD OF THE CITY OF CARMEL-BY-THE-SEA this 21st day of August, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Jordan Chroman
Chair

Leah Young
Historic Resources Board Secretary

PRIMARY RECORD

Primary # _____
HRI # _____ Attachment 2
Trinomial _____
NRHP Status Code Looking north towards the south side-elev.,
Other Listings
Review Code _____ Reviewer _____ Date _____

Page 1 of

Resource Name or #: (Assigned by recorder) Agnes Shorting House

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)
2 W of Junipero, N/side 3rd (Blk 27, Lots Wpt. 17 & 19 Ept. 18 & 20)

Parcel No. 010-108-007

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

A one-story, wood-framed English Cottage style residence, irregular in plan, resting on a concrete foundation. The exterior wall cladding is a textured cement stucco. The intersecting pyramidal roof system has rolled eaves, as does the roof on the detached garage. There is one Carmel stone exterior eave wall chimney present. It is located about midway along the west (rear) elevation. All roofing is composition shingle. Fenestration is irregular, with a combination of 4/4 double-hung wood sash, fixed multi-paned wood windows, and multi-paned wood casement type. The principal entry is located on the east (front) elevation at the inside junction of an ell, formed by the main building block and a lower bay, projecting toward the south. This feature was extended seven feet in a 1937 addition. The work was consistent with the architectural character of the building and would clearly meet the current Secretary of the Interior's Standards for the Treatment of Historic Buildings. There is a detached one-car garage at the SW cr. of the parcel, designed in the style of the residence, and using a locally produced cement building block called Thermotite. The house is well set back from the street on a wooded parcel in an informal landscape setting of low shrubbery and flowering plants. It is located in a residential neighborhood of one and two-story residences of varying ages & styles, fronting on several new commercial properties along the south side of 3rd Avenue.

b. Resource Attributes: (List attributes and codes)

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 #)
(View toward _____). Photo No: 5046-.

P6. Date Constructed/Age and Sources:
☐ Prehistoric ☒ Historic ☐ Both

1927 Carmel bldg. records

P7. Owner and Address

Charles & Lynda Dunbar
2094 University Park D
Sacramento, CA 95825

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

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

P9. Date Recorded: 9/7/2004

P10. Survey Type: (Describe)
Intensive-Carmel Historic Resource
Inventory-ongoing

I. 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

BUILDING, STRUCTURE, AND OBJECT RECORD

HRI #

Primary #

Attachment 2

Page 2 of

NRHP Status Code

Resource Name or #: (Assigned by recorder) *Agnes Shorting House*

B1. Historic Name:

B2. Common Name:

B3. Original Use: *residence*

B4. Present Use: *residence*

B5. Architectural Style: *Tudor Revival (English Cottage substyle)*

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

Constructed 1927 (CBP# 1956); small addition to the south 1937 (CBP# 220)

B7. Moved? ☐ No ☐ Yes ☐ Unknown Date:

Original Location:

B8. Related Features: *Masonry one-car garage 1927 (CBP# 1956)*

B9a. Architect: *Designer-Frederick Bigland*

b. Builder: *Frederick Bigland*

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 Agnes Shorting House is significant under California Criterion 3, in the area of architecture, as a good example of the residential design of well known Carmel designer-builder Frederick Bigland. It may also be significant for its use of Thermotite masonry in its detached garage. The use of a pyramidal roof system, with rolled eaves to suggest thatching is typical of the English Cottage substyle of the Tudor Revival architectural mode. The textured stucco wall cladding, and abundance of small, multi-paned wood windows is also consistent with the style. All are present on the Shorting house. The banded windows that are part of the 1937 minor addition to the lower south bay are more typically found in Craftsman style houses, but both the Tudor and Craftsman styles evolve from medieval building forms. The use of wide bands of windows in Carmel, to connect the outside with the inside, is integral to the building traditions of the village.

Frederick Bigland, the designer/builder was a native of England, who came to Carmel in 1926 seeking relief from asthma. He constructed a home on Mtn. View and several residences and rental properties in the village. Most of his work was in the Tudor Revival style, with which he was quite familiar. However, he also designed several Spanish Eclectic style homes, including a remodeling of the Marble Ranch in Robinson Canyon on the south side of Carmel Valley. Bigland was a well respected craftsman who left the village for a warmer climate about 1931.

Bigland's masonry block garage for the Shorting House was built of Thermotite, a locally manufactured building material that was advertised as, fireproof, waterproof, warm and practically everlasting". Mr. Albert Otey fabricated the masonry block in a plant on Santa Fe, just south of 3rd Avenue. This is one of the few residential applications of the building material identified in Carmel. The Shorting House reflects the findings of, and is consistent with the 1997 Carmel Historic Context Statement under the theme of architectural development.

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*

*Carmel Pine Cone, "Homes Make of Carmel a Place of Distinction",
8/30/29, pp. 23-24*

_____, Mrs. A. P. Shorting (Obit.) 2/28/50

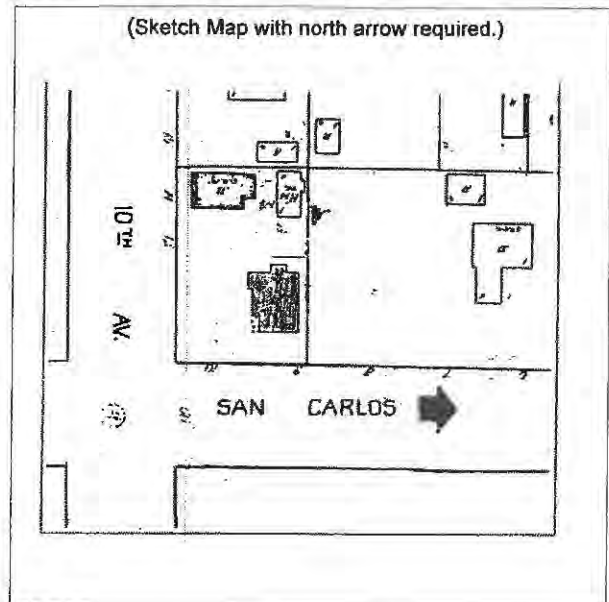
B13. Remarks: *Zoning R-1
CHCS (AD)*

B14. Evaluator: *Kent L. Seavey*

Date of Evaluation: *9/7/2004*

(This space reserved for official comments.)

(Sketch Map with north arrow required.)



Primary #

HRI #

Trinomial

Attachment 2

CONTINUATION SHEET

Name of Resource Name or #: (Assigned by recorder)
Recorded by: Kent L. Seavey

Agnes Shorting House

Date 9/7/2004

☐ Continuation ☐ Update

Return to:
Carmel City Hall
Post Office Drawer G
Carmel, CA 93921
Attention, Brian Roseth

Attachment 3

DOCUMENT: 2007001180



Titles: 1/ Pages: 1

Fees....
Taxes...
Other...
AMT PAID

RESOLUTION

DESIGNATING AN HISTORIC RESOURCE

The Department of Community Planning and Building of the City of Carmel-by-the-Sea completed intensive survey work, received approval from the California Coastal Commission and made an Administrative Determination that the property identified below meets the criteria for an historic resource as established in the City's General Plan, the Municipal Code and the Local Coastal Program for Carmel-by-the-Sea.

Based on this determination, effective 25 May 2005, the Department of Community Planning and Building resolved to designate the property described below as a local resource on the Carmel Inventory of Historic Resources.

This Resolution/Administrative Determination is 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.

Assessor's Parcel Number: 010108007000

Block: 27 **Lot(s):** W 20' OF 17 AND 19

Current Owner: KNOSKI ANTOINETTE & DAVID MC INTYRE

Street Location: N/S 3RD BET. JUNIPERO AND MISSION

It is the purpose of this Resolution/Administrative Determination to alert the owner, 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. Specific regulations affecting remodels, alterations, additions and demolitions can be found in the City of Carmel-by-the-Sea planning documents referenced above.

Certified by:

Brian Roseth,
Principal Planner, Carmel-by-the-Sea

END OF DOCUMENT

**RECORDING REQUESTED BY
CITY OF CARMEL-BY-THE-SEA**

Attachment 4

AND WHEN RECORDED MAIL TO:

Carmel City Hall
Post Office Drawer CC
Carmel, CA 93921
Attn: Katherine Wallace

This space reserved for the Recorder's use only

**RESOLUTION QUALIFYING A HISTORIC RESOURCE FOR
LISTING ON THE CARMEL REGISTER**

The subject property is designated a Historical Resource per Resolution recorded with the Monterey County Recorder on January 4, 2007 (Document No. 2007001180). 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 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 should be representative of at least one theme include in the Historic Context Statement; shall retain substantial integrity; 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). The four criteria for listing are as follows: (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 No. 3.

Assessor's Parcel Number: 010-108-007
Block/Lot: 27/parts of 17, 19
Current Owner(s): Michael Griffin and Kimberly S. Griffin Trust
Street Location: 3rd Avenue 2 northwest of Junipero Street

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 page)
Attachment C – Inventory Record (1 page)

Attachment B – DPR Form 523 A (3 pages)

Certified by:

Katherine Wallace
Associate Planner, Carmel-by-the-Sea

RECORDING REQUESTED BY
CITY OF CARMEL-BY-THE-SEA

AND WHEN RECORDED MAIL TO

Carmel City Hall
Attn: Community Planning & Building
P.O. Box CC
Carmel-By-The-Sea, CA 93921

This space reserved for the Recorder's use only

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

THIS AGREEMENT is made and entered by and between the CITY OF CARMEL-BY-THE-SEA a municipal corporation (hereinafter referred to as "City"), and the Michael Griffin and Kimberly S. Griffin Trust (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 on 3rd Avenue 2 northwest of Junipero Avenue (APN: 010-108-007), Carmel-By-The-Sea, 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 reference;
- (iii) The property is identified as a historic resource on the City of Carmel-By-The-Sea's Historic Inventory and Register of Historic Resources and is further described in the DPR 523 Form attached hereto, marked as **"Exhibit B"** and is incorporated herein by reference;
- (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, as it exists at the date of this contract and as described in the City's Register of Historic Resources and the National Register of Historic Places, 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. **INCORPORATION OF RECITALS.** All recitals are incorporated into this Agreement.
2. **EFFECTIVE DATE AND TERM.** This Agreement shall be effective and commence on the date the Agreement is signed by the City, unless otherwise indicated by the County of Monterey, and shall remain in effect for a minimum term of ten (10) years thereafter.
3. **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 4 of this Agreement. The total length of the contract shall not exceed twenty (20) years.
4. **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. If notice is not received, the Agreement shall automatically be renewed for another year. 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.
5. **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 shall remain in effect for the balance of the period remaining since the original execution or the last annual renewal date.
6. **FEES.** The City may require that the Owner(s) of the Historic Property pay a fee that shall not exceed the reasonable cost of providing services, such as inspections, pursuant to Government Code Section 50281.1 (Article 12 of Chapter 1 of Part 1 of Division 1 of Title 5 of the Government Code), for which the fee is charged.
7. **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.
8. **PRESERVATION OF PROPERTY.** Owner shall preserve and maintain the characteristics of historical significance of the Historic Property and agrees to complete rehabilitation and/or maintenance activities as defined in the Rehabilitation/Restoration and Maintenance Plan attached as “**Exhibit C**”. Requests for 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 any view corridor with any new structure, including but not limited to walls, fences, or shrubbery, so as to prevent the viewing of the Historic Property from the public right-of-way.

9. **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, the State Historical Building Code, and the City of Carmel-by-the-Sea, all as amended.
10. **INSPECTIONS.** Owner shall allow periodic examinations, at least every five (5) years, with reasonable notice thereof, of the interior and exterior of the Historic Property by representatives of the County of Monterey Assessor and the City of Carmel-By-The-Sea as may be necessary to determine Owner's compliance with the terms and provisions of this Agreement. The City will coordinate inspections by such other agencies that have jurisdiction and will keep them to the minimum necessary to determinate such compliance.
11. **PROVISION OF INFORMATION.** Owner shall furnish City with any and all information required by City, in order to determine the eligibility of the Historic Property, and that City deems necessary or advisable to determine compliance with the terms and provisions of this Agreement.
12. **ANNUAL REPORT.** Owner shall submit an annual report at least 90 days prior to each annual renewal date (October 1st) 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.
13. **CANCELLATION.** The City has the right to cancel the contract if the owner allows the property to deteriorate to the point that it no longer meets the standards for a qualified historical property. The City also has the right to cancel this contract if the owner(s) breaches the provisions of paragraph's # 8, 9, 10 or 12 of this Agreement after the City has provided reasonable notice of any failure to comply with the agreement, and a public hearing. Notice of the hearing shall be mailed to the last known address of each owner of the property, with the notice conforming to the provisions of Government Code section 6061., If after notice and a hearing, the contract is cancelled, termination of the Agreement is immediate, and the owner shall pay a cancellation fee equal to 12.5 percent of the current fair market value of the property, as determined by the Monterey County Assessor as though the property were free of the contractual restriction. The cancellation fee shall be paid to the Assessor, at the time and in the manner that the Assessor shall prescribe. 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.

14. **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.
15. **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.
16. **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.
17. **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 Planning & Building Department
Attn: Community Planning & Building Director
P.O. Box CC
Carmel-By-The-Sea, CA 93921

Owner: Michael Griffin and Kimberly S. Griffin Trust
1165 Altschul Avenue
Menlo Park, CA, 94025

Notice to successors in interest to either party shall be sent to the appropriate address. In the case of future Owner(s) of the Historic Property, notice shall be sent to the address on file with the county property tax office in power at the time.

18. **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. From and after the time of the recordation, this Agreement shall impart a notice thereof to all persons as is afforded under state law.
19. **STATE LAW.** 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.
20. **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.
21. **AMENDMENTS.** This agreement may be amended in whole or in part, only by a written-recorded instrument executed by the parties hereto.
22. **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. Such Agreement shall be null and void for all purposes of determining the value of the property so acquired.
23. **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.

24. **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: Richard L. Rerig ("Chip")

Title: City Administrator

PROPERTY OWNER(S):

By: _____

Date: _____

Name: Michael Griffin, on behalf of Michael Griffin and Kimberly S. Griffin Trust

Title: Property Owner

By: _____

Date: _____

Name: Kimberly Griffin, on behalf of Michael Griffin and Kimberly S. Griffin Trust

Title: Property Owner

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B
DPR 523 FORM

EXHIBIT C
REHABILITATION AND MAINTENANCE PLAN

DRAFT

City of Carmel	
Mills Act Rehabilitation and Maintenance Plan	
Property Address:	3rd Ave 2 NW of Junipero Ave.
Owner Name:	Kim Griffin
Owner Telephone No.:	(831) 917-2322
Plan Prepared by: Christopher Barlow AIA, LEED AP, NCARB	

Agnes Shorting House (a.k.a. the Bird House) Third Street 2 NW of Junipero Street, Carmel CA											
Mills Act Rehabilitation and Maintenance Plan											
Work Item	Anticipated Year of Completion										Cost Estimate
(Maintenance/Rehabilitation)	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	(net per item)
	STRUCTURAL UPGRADES										
Foundation insp. & repairs as needed (Maintenance)								\$20,000			\$20,000
	BUILDING SYSTEM UPGRADES										
Plumbing repairs incl. sewer lateral (Rehabilitation)	\$20,000										\$20,000
	EXTERIOR FEATURES, MATERIALS, AND FINISHES										
Paint all Exterior of all walls every 6 years (Maintenance)		\$15,000					\$20,000				\$35,000
Inspect Chimney/Flues and fireplace (Maint.)	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$10,000
Rehabilitate and install original window shutters (Rehab.)	\$20,000										\$20,000
Exterior door and window assessment and repair (Rehab.)	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$2,500
In kind' Roof and gutter replacement (Rehabilitation)			\$60,000								\$60,000
Repairs to stone steps, wall and fence at property line (Rehab)	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$5,000
Insulation repairs and replacement (Rehabilitation)							\$10,000				\$10,000
Termite testing and repairs (Maintenance)	\$15,000									\$15,000	\$30,000
	HARDSCAPE AND LANDSCAPE										
Replace cracked walkways (Rehabilitation)				\$45,000							\$45,000
Restore stone planter at front of property (Rehabilitation)					\$8,000						\$8,000
ANNUAL TOTAL	\$56,750	\$16,750	\$61,750	\$46,750	\$9,750	\$1,750	\$31,750	\$21,750	\$1,750	\$16,750	CUMULATIVE TOTAL
RUNNING TOTAL	\$56,750	\$73,500	\$135,250	\$182,000	\$191,750	\$193,500	\$225,250	\$247,000	\$248,750	\$265,500	

Notes: Frequency of repairs continues beyond 2032 based on interval proposed. Dollar amounts will be reviewed at 10 year intervals and adjusted for inflation as appropriate

SECRETARY OF THE INTERIOR'S STANDARDS FOR THE TREATMENT OF HISTORIC PROPERTIES
Standards for Rehabilitation

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

A PORTION OF LOTS 17, 18, 19 AND 20 IN BLOCK 27, AS SAID LOTS AND BLOCK ARE SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF ADDITION NO. 4, CARMEL-BY-THE-SEA, MONTEREY COUNTY, CALIFORNIA, SURVEYED SEPT. 1907 BY H.B. FISHER, SURVEYOR & C.E.", FILED 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, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF THIRD AVENUE, DISTANT WESTERLY 80 FEET FROM THE INTERSECTION OF THE WESTERLY LINE OF JUNIPERO STREET, WITH THE NORTHERLY LINE OF THIRD AVENUE; THENCE RUNNING WESTERLY ALONG THE NORTHERLY LINE OF THIRD AVENUE 40 FEET, THENCE NORTHERLY PARALLEL WITH JUNIPERO STREET, 80 FEET; THENCE EASTERLY PARALLEL WITH THIRD AVENUE, 40 FEET; THENCE SOUTHERLY PARALLEL WITH JUNIPERO STREET, 80 FEET TO THE POINT OF BEGINNING.

More commonly known as 3rd Avenue 2 northwest of Junipero Avenue.



CITY OF CARMEL-BY-THE-SEA HISTORIC RESOURCES BOARD Staff Report

August 21, 2023
LATE CORRESPONDENCE

TO: Historic Resources Board Commissioners

SUBMITTED BY: Leah R. Young, Administrative Coordinator

SUBJECT: PUBLIC CORRESPONDENCE: Public Hearings and/or other items appearing on the Agenda

RECOMMENDATION:

BACKGROUND/SUMMARY:

FISCAL IMPACT:

ATTACHMENTS:



CITY OF CARMEL-BY-THE-SEA HISTORIC RESOURCES BOARD Staff Report

August 21, 2023
LATE CORRESPONDENCE

TO: Historic Resources Board Commissioners

SUBMITTED BY: Leah R. Young, Administrative Coordinator

SUBJECT: PUBLIC CORRESPONDENCE: Additional items not associated with Public Hearings or other items on the agenda

RECOMMENDATION:

BACKGROUND/SUMMARY:

FISCAL IMPACT:

ATTACHMENTS: