



# CITY OF SANTA BARBARA

## COUNCIL AGENDA REPORT

**AGENDA DATE:** September 29, 2015

**TO:** Mayor and City Council

**FROM:** Planning Division, Community Development Department

**SUBJECT:** Mills Act Historic Property Contract For 2012 Anacapa Street, The Pearl Chase House, Assessor's Parcel No. 025-321-012

### RECOMMENDATION:

That Council grant an exception to the Mills Act contract limits outlined in Santa Barbara Municipal Code Section 22.22.160.C.4(m) for a designated City Landmark property at 2012 Anacapa Street, and authorize the Community Development Director to execute a historic property contract.

### BACKGROUND:

The Mills Act is a state law enacted in 1972, which allows owners of designated historic properties to enter into a recorded agreement with the municipality within which the historic property is located to preserve, maintain, and rehabilitate the structure. The Mills Act contract requires the property owner to propose an itemized ten-year rehabilitation plan to improve, maintain and repair their properties. In exchange, property owners receive a significant reduction in local property taxes.

The City established its Mills Act program in 2009. The program sets limits on the maximum number of contracts allowed per year (8), sets a maximum threshold on assessed property valuation in order to qualify, and places a limit on the overall expected revenue loss. In adopting the program Council agreed that the proposed Mills Act program had been crafted with sufficient mechanisms in place to limit total city tax revenue loss with limits on the number of contracts and a cap on the amount of total tax revenue loss. The Council also concurred with staff that all reference to caps should not be included in the municipal code itself, but rather in the administrative guidelines approved by Council Resolution in order to allow the Council to more readily modify the program caps in the future, if deemed necessary.

As specified in the Administrative Rules and Guidelines, to enter into a Mills Act contract, a property owner's structure must already be designated a City Landmark, Structure of Merit or listed as a contributing resource to a Historic District. An individual property may not exceed \$1.5 million in total tax assessed value to qualify for the tax abatement program. The assessed valuation cap limit was intended to maximize benefits to as many properties

as possible given the proposed cap in total program revenue loss. If no caps were in place, larger higher-assessed properties could significantly impact the overall program cap limits.

Section 22.22.160 of the Municipal Code includes provisions to allow City Council the ability to approve exceptions to exceed these limits. In particular, *Section 22.22.135 C-4m reads as follows:*

*“Historic Property Contracts that exceed the limits identified in this Section shall only be approved and executed after and upon the express approval of the City Council.”*

The Community Development Director is authorized to execute the contracts if all standards are met, and also executes contracts once the exception is approved by Council.

#### **DISCUSSION:**

Property owners, Ethan Reece and Hsing-Yi Lin are seeking the approval of a Mills Act contract for their property at 2012 Anacapa Street to allow a property tax reduction for the historically significant Pearl Chase House.

The Pearl Chase House was constructed in 1904, in the Craftsman architectural style. The house was designated as a City Landmark on August 6, 1991, as it was the home of the noted Santa Barbara Community Activist, Pearl Chase. When the current owners purchased the house in 2013 it had suffered extensive termite and dry rot damage. The planned rehabilitation for this property is an excellent candidate for a Mills Act contract. It proposes to repair critical deterioration of the wood siding, porch columns and windows as well as replace deteriorated plumbing and electrical work.

The completion of the repairs and implementation of the rehabilitation plan will ensure that the designated City Landmark will receive proper maintenance and be protected as an important historic resource so that it may continue to have important historical and architectural influence on the heritage of the City. The house embodies elements that demonstrate an outstanding attention to design, detail, materials and craftsmanship as it features diamond-shaped, divided light windows, the simple brackets under the wide eaves and shingles on the second floor.

The assessed property value of 2012 Anacapa Street is \$2,092,682. In order to approve the requested contract, Council must grant an exception to exceed the property assessed valuation cap of 1.5 million dollars. Staff believes that little financial impact will result with the execution of this historic property contract. Therefore, both staff and the Historic Landmarks Commission recommend approval of an exception for this property and request that Council authorize execution of the historic property contract. The Draft Mills

Act Contract for the property and the Historic Landmarks Commission minutes are included as Attachment 1 and Attachment 2 respectively.

**BUDGET/FINANCIAL INFORMATION:**

The current ongoing city tax annual revenue loss is approximately \$9,300 which is well within the total program's original \$300,000 limit cap. The revenue loss amount is based on the city's percentage allocation of total property tax fund amounts that have been reduced which is currently at \$109,546. Staff originally estimated the initial years of the total city tax annual revenue loss to be in the \$6,000 to \$15,000 range. The revenue loss is variable and is expected to incrementally grow since it is based on the number of actual contracts executed, the amount of assessed property values, and the percentage of actual tax revenue the City actually receives from the Tax Assessor's Office from each property.

Ten contracts have been executed since adoption of the program. City staff received three additional applications for 2015. With a total of thirteen contracts, staff believes that financial impact to the City remains well within the target revenue loss projections with the execution of this contract.

**ATTACHMENTS:** 1. Proposed Mills Act Contract Draft  
2. Historic Landmarks Commission Minutes dated July 29, 2015

**PREPARED BY:** Nicole Hernandez, Urban Historian

**SUBMITTED BY:** George Buell, Community Development Director

**APPROVED BY:** City Administrator's Office

RECORDING REQUESTED BY, )  
AND WHEN RECORDED MAIL TO: )  
City of Santa Barbara )  
Community Development Department )  
630 Garden Street )  
P.O. Drawer 1990 )  
Santa Barbara, CA 93102  
Attn: Community Development Director

SEND ANOTHER COPY TO:

---

(Space Above for Recorder's Office)

**HISTORIC PROPERTY PRESERVATION AGREEMENT**  
**("MILLS ACT CONTRACT")**

**between**

**THE CITY OF SANTA BARBARA**  
**a municipal corporation**

**and**

**Ethan J. Reece and Hsing-Yi Lin, Husband and Wife as joint tenants**  
**PO Box 22939, Santa Barbara, CA 93121**

**Owner of the property located at**

**2012 Anacapa Street**  
**APN: 025-321-012**

## HISTORIC PROPERTY PRESERVATION AGREEMENT

### ("MILLS ACT CONTRACT")

**THIS AGREEMENT** is made this \_\_\_\_\_, 2014, by and between the City of Santa Barbara, a municipal corporation ("City") and Ethan J. Reece and Hsing-Yi Lin (hereinafter collectively referred to as "Owner").

#### RECITALS

1. California Government Code section 50280, et. seq. allow cities the discretion to enter into contracts with the owners of qualified historic properties, as that term is defined in Government Code section 50280.1, for the purpose of providing for the use, maintenance, protection, and rehabilitation of such historic property so as to retain its characteristics as property of historic significance.

2. Owner holds fee title in and to that certain real property, together with associated structures and improvements thereon, generally located at the street address 2012 Anacapa Street Santa Barbara, California ("Historic Property"). A legal description of the Historic Property is attached hereto as Exhibit "A," and incorporated herein by this reference.

3. On August 6, 1991, the Council of the City of Santa Barbara designated the Historic Property as a City Landmark pursuant to the terms and provisions of Title 22 of the Santa Barbara Municipal Code.

4. City and Owner desire to enter into this Agreement for the purpose of protecting and preserving the characteristics of historical significance of the Historic Property that help preserve and maintain the community's unique civic identity and character.

5. Owner, in consideration for abiding by the terms of this Agreement, shall be entitled to qualify for a reassessment of valuation of the Historic Property, pursuant to the provisions of Chapter 3, Part 2, of Division 1 of the California Revenue and Taxation Code, and any corresponding

adjustment in property taxes resulting therefrom.

### TERMS

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

1. Preservation of Historical Property. During the term of this Agreement, the Historic Property shall be subject to the following conditions, requirements, and restrictions:

A. The Rehabilitation Plan. Owner has proposed a specific list of projects, acceptable to City, that are to be undertaken and completed for the rehabilitation, repair, maintenance, or rehabilitation of the Historic Property during the term of this agreement (hereinafter the “Rehabilitation Plan.”) The proposed Rehabilitation Plan is listed in Exhibit “B,” which exhibit is incorporated herein by this reference. Owner shall conduct at least one of the projects listed in the Rehabilitation Plan during each year of this agreement. All such projects shall be undertaken and completed in accordance with the Secretary of Interior Standards for Rehabilitation and the City of Santa Barbara design guidelines.

The projects in the Rehabilitation Plan are listed in chronological order by the contract year(s) in which the projects are expected to commence. In addition, the project list provides an estimated cost of completion for each project. The project commencement dates and cost estimates are provided for purposes of illustration. A project does not have to be completed within a single contract year, nor do all of the listed projects have to be completed during the term of the agreement. However, during each year of this contract, Owner is required to spend an amount at least equal to the annual property tax savings realized by Owner on one or more of the projects listed in the Rehabilitation Plan. Without altering Owner’s obligation to invest the annual tax savings in the rehabilitation, repair, maintenance,

or rehabilitation of the Historic Property, the Rehabilitation Plan may be amended or altered from time to time by written agreement executed by the City Community Development Director or the Director's designee and Owner.

B. Maintenance Plan. In addition to the Rehabilitation Plan described in Subsection 1(A) above, Owner shall preserve and maintain the characteristics of the cultural and historical significance of the Historic Property. Attached hereto as Exhibit "C," and incorporated herein by this reference, is a listing of character defining features and the minimum standards and conditions for maintenance, use, protection, and preservation of the Historic Property, which shall apply to the Historic Property and with which Owner shall comply throughout the term of this Agreement. In addition, Owner shall comply with the terms of the City's Historic Structures Ordinance (Chapter 22.22) of the Santa Barbara Municipal Code), and shall obtain any applicable permits necessary to protect, preserve, restore, and rehabilitate the Historic Property so as to maintain its historical and cultural significance. At a minimum, during the term of this agreement Owner shall maintain the exterior of the Historic Property in a condition that is at least equal to the condition documented in Exhibit "D." The condition of the exterior of the Historic Property on the effective date of this Agreement is documented in photographs attached as Exhibit "D" and incorporated herein by this reference.

C. Public View of the Historic Property. Owner shall not construct, install, allow, or maintain any wall, fence, or landscaping along the right of way frontages of the Historic Property so as to prevent the viewing of the Historic Property from the public right-of-way.

2. Periodic Examinations. Upon reasonable advance notice, Owner shall allow reasonable periodic examinations of the interior and exterior of the Historic Property by representatives of the County Assessor, the State Department of Parks and Recreation, the State Board of Equalization and

City, as may be necessary to determine Owner's compliance with the terms and provisions of this Agreement.

3. Provision of Information of Compliance. Owner hereby agrees to furnish City with any and all information requested by City, which City deems necessary or advisable to determine eligibility of the Historic Property and compliance with the terms and provisions of this Agreement. Owner shall provide the City with photographs and receipts documenting the progress and expenditures on the required Rehabilitation Plan project(s) during each year of the agreement.

4. Effective Date and Term of Agreement. This Agreement shall be effective and commence on January 1, 2015 ("Effective Date") and shall remain in effect for a term of ten (10) years thereafter.

5. Yearly Renewal. Each year upon the anniversary of the Effective Date ("Renewal Date"), an additional one (1) year shall automatically be added to the remaining term of the Agreement unless a notice of nonrenewal is delivered as provided in Section 3 of this Agreement.

6. Nonrenewal. If either the Owner or City desires in any year not to renew this Agreement, Owner or City shall serve a written notice of nonrenewal upon the party in advance of the Renewal Date ("Notice of Nonrenewal"). The Notice of Nonrenewal shall be effective only if served by Owner upon City at least ninety (90) days prior to the Renewal Date, or if served by City upon Owner, the Notice of Nonrenewal shall be effective only if served upon Owner at least sixty (60) days prior to the Renewal Date. If either City or Owner serves a Notice of Nonrenewal in any year, this Agreement shall remain in effect for the balance of the term then remaining.

7. Owner Protest of City Nonrenewal. Within fifteen (15) days of Owner's receipt of the Notice of Nonrenewal from City, Owner may file with City a written protest of the Notice of Nonrenewal. Upon receipt of the written protest, the City Council shall set a hearing prior to the

expiration of the Renewal Date of this Agreement. Owner may furnish the City Council with any information which Owner deems relevant and shall furnish the City Council with any information it may require. The City Council may, at any time prior to the annual Renewal Date, withdraw its Notice of Nonrenewal.

8. Breach of Agreement; Remedies.

A. Notice of Breach; Opportunity to Cure. If Owner breaches any provision of this Agreement, City may give written notice to Owner by registered or certified mail detailing Owner's violations. If such violation is not corrected to the reasonable satisfaction of City within thirty (30) days after the date of notice of violation, or within such a reasonable time as may be required to cure the violation (provided the acts to cure the violation are commenced within thirty (30) days and thereafter diligently pursued to completion), the City may, without further notice, declare Owner to be in breach of this Agreement. Upon City's declaration of Owner's breach, City may pursue any remedy available under local, state, or federal law, including those specifically provided for in this section.

B. Remedy - Cancellation. City may cancel this Agreement if City determines, following a duly noticed public hearing in accordance with Government Code section 50285, that Owner breached any of the conditions of the Agreement, Owner allowed the Historic Property to deteriorate to the point that it no longer meets the standards for a qualified historic property, or Owner failed to maintain and preserve the Historic Property in accordance with the terms of this Agreement. If this Agreement is cancelled, under this paragraph, Owner shall pay a cancellation fee to the Office of the Auditor for the County of Santa Barbara as required by Government Code section 50286.

C. Alternative Remedies. As an alternative to cancellation of this Agreement for Owner's breach of any condition, City may bring an action in court necessary to enforce this Agreement

including, but not limited to, an action to enforce this Agreement by specific performance, injunction, or receivership.

9. 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 seventy-five percent (75%) of its market value immediately prior to the damage is lost, 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 Section.

10. Waiver. City does not waive any claim of default by Owner if City does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for in this Agreement or in City's regulations governing historic properties are available to the City to pursue in the event that 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.

11. Binding Effect of Agreement. Owner hereby subjects the Historic Property to the covenants, conditions, and restrictions set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, conditions, and restrictions set forth herein shall be deemed covenants running with the land and shall inure to and be binding upon Owner's successors and assigns in title or interest to the Historic Property. Each and every contract, deed or other instrument herein after

executed, covering 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 are set forth in such contract, deed or other instrument.

12. Covenants Run with the Land. 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 historical characteristics and significance of the Historic Property for the benefit of the public and the Owner.

13. 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 or at any other address as may be later specified by the parties hereto:

City: City of Santa Barbara  
Planning Division  
630 Garden Street  
Santa Barbara, CA 93101

Owner: Ethan J. Reece and Hsing-Yi Lin  
PO Box 22939 Street  
Santa Barbara, CA 93121

14. Effect of Agreement. None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors or assigns, nor shall such terms, provisions or conditions cause the parties to be considered joint venturers or members of any joint enterprise.

15. Indemnity of City. 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 governmental agency, arising out of or incident to (i) 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 restrictions on the use or development of the Historic Property, from application or enforcement of Title 22 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 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.

16. Binding Upon Successors. All of the agreements, rights, covenants, reservations and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Historic Property, whether by operation of law or in any manner whatsoever.

17. Legal Costs. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, conditions or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorneys' fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

18. 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 effected thereby.

19. Recordation. No later than twenty (20) days after the Effective Date, City shall cause this Agreement to be recorded in the office of the County Recorder of the County of Santa Barbara. Owner shall provide written notice of the contract to the State Office of Historic Preservation within six (6) months of entering into the contract.

20. Amendments. This Agreement may be amended, in whole or in part, only by written recorded instrument executed by the parties hereto.

21. Governing Law and Venue. This Agreement shall be construed and governed in accordance with the laws of the State of California. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Santa Barbara, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

IN WITNESS WHEREOF, the parties have executed this Mills Act Contract for 2012 Anacapa Street as of the date and year first written above.

CITY OF SANTA BARBARA  
a Municipal Corporation

OWNERS

\_\_\_\_\_  
Paul Casey  
City Administrator

\_\_\_\_\_  
(Ethan J. Reece)

ATTEST:  
  
\_\_\_\_\_  
  
City Clerk Services Manager

\_\_\_\_\_  
(Hsing-Yi Lin)  
Husband and Wife as Joint Tenants  
2012 Anacapa Street  
Santa Barbara, CA 93103

APPROVED AS TO CONTENT:  
  
\_\_\_\_\_  
George Buell  
Community Development Director

APPROVED AS TO FORM:  
Ariel Pierre Calonne  
City Attorney

By \_\_\_\_\_  
Assistant City Attorney

## ACKNOWLEDGMENT

State of California  
County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

Exhibit "A"  
Legal Description

*The legal description from the grant deed*

Those portions of block "A" of the Mission Addition to the City of Santa Barbara, County of Santa Barbara, State of California, described as follows:

Parcel One:

Beginning at a point in the northeasterly line of Anacapa Street, distant thereon 100 feet northwesterly from the northwesterly line of Mission Street and running. Thence northwesterly along said line of Anacapa Street 87.4 feet; thence at right angles northeasterly, 150 feet; thence at right angles southeasterly, 87.4 feet; thence at right angles southwesterly, 150 feet to the point of beginning. Excepting therefrom all oil and mineral rights below a depth of 500 feet.

Parcel Two:

Commencing at a point on the northeasterly side of Anacapa in said City, 187.4 feet northwesterly from the northerly corner of Anacapa and Mission Streets, said north corner being the south corner of lot 68 of the outside Pueblo Lands of said City, as surveyed and numbered by W.H. Norway; Thence northwesterly along said line of Anacapa Street, 25 feet to the south corner of the premises formerly called "The Howard Property" as shown on map of a survey of F.F. Flournoy, filed in the office of the county recorder of said county on June 14, 1904 and recorded in Book 3, page 46 of maps and surveys. Thence at right angles northeasterly along the line of said Howard Property, 150 feet to the intersection with the Northwesterly prolongation of the southwesterly line of the Francisco J. Manrique and Augusta W. Manrique Property; thence at right angles southeasterly along the northwesterly prolongation of the southwesterly line or said Manrique Property 13 feet to the most westerly corner thereof; thence along the southwesterly side of said Manrique Property, 12 feet to the corner of that certain parcel of land conveyed by Ida M. Stewart Chase, formerly Ida M. Stewart, to David C. Williams, by deed dated May 29, 1905 and recorded in book 106, page of deeds; thence at right angles southwesterly along the line of said land of Williams, 150 feet to said line of Anacapa Street, and the place of beginning. Excepting therefrom all oil and mineral rights below a depth of 500 feet.

Exhibit “B”

Projects may be interior or exterior, but must utilize all of your tax savings. All projects that affect the exterior of the residence are subject to Historic Landmarks Commission/staff review and approval before work begins as required by Title 22. Work must meet all City requirements and the *Secretary of the Interior’s Standards for the Treatment of Historic Properties*.

Retain copies of receipts and permits for submittal with the required annual reports.

The City of Santa Barbara does not make any of the Mills Act calculations and assumes no liability for the Mills Act calculations submitted by the applicant as part of the application or the Mills Act calculations of the Santa Barbara County Assessor’s Office.

**MILLS ACT PROGRAM TEN-YEAR REHABILITATION PLAN**  
 2012 Anacapa Street, Pearl Chase House, City Landmark  
 City of Santa Barbara

Year/Range	Proposed Project	Estimated Cost
Year 1-2	Replace electrical to meet code	\$25,000
	Replace plumbing	\$26,000
	Install kitchen cabinets	\$30,000
	Install marble kitchen countertops	\$15,000
	Repair/replace composite shingle roof and install copper gutters	\$20,000
	Rough carpentry	\$25,000
	Finish carpentry	\$50,000
	Original wood window repair	\$20,000
	Tile installation for four bathrooms	\$20,000
	Tile (materials)	\$10,000
	Repair/replace wood flooring	\$15,000
	Replace and add insulation	\$5,000
	repair/replacement of deteriorated roof eaves, siding, and porch columns to match existing	\$50,000
	Year 2	Landscape rehabilitation improvements

<b>Total</b>		<b>\$316,000</b>
--------------	--	------------------

To be attached to the Historic Property Preservation Agreement (Mills Act Contract) as Exhibit B.

Projects may be interior or exterior, but must utilize all of your tax savings. All projects that affect the exterior of the residence are subject to Historic Landmarks Commission/Staff review and approval before work begins. Work must meet all City requirements and the *Secretary of the Interior's Standards for the Treatment of Historic Properties*. Rehabilitation Plan may be amended or altered by mutual agreement. Retain copies of all receipts and permits for submittal with the required annual reports.

## Exhibit “C”

### Property Maintenance Minimum Standards

During the term of this Agreement, Owners shall maintain the Historic Property in compliance with all regulations of the state Health and Safety Code including compliance with the adopted Uniform Housing Code as referenced in Chapter 22.04 of the Santa Barbara Municipal Code. In addition, during the term of this Agreement, Owner shall:

1. Comply with Santa Barbara Municipal Code Section 22.22.070, Duty to Repair and Maintain Structures of Merit consistent with maintenance plan for preservation of character defining features.
2. Not store non-operational vehicles on the Historic Property in locations that are visible from the public right of way;
3. Not maintain stagnant or standing water on the Historic Property;
4. Not suffer or maintain overgrown or decaying landscaping on the Historic Property. All landscape features should be maintained including, but not limited to grass, trees, and any planting.

Exhibit “D”

*Photos of the exterior are used as Exhibit “D”*



*Front, West, elevation of 2012 Anacapa Street. (2014)*





*Detail of front door. (2014)*



*Side, north, elevation (2014)*



*Rear, east, elevation (2014)*



*Cedar, shingle siding being restored (2015)*



*Deteriorated porch posts to be replaced (2015)*

**MISCELLANEOUS ACTION ITEM****2. 2012 ANACAPA ST****(1:50)**

Assessor's Parcel Number: 025-321-012

Application Number: MST2015-00089

Owner: Ethan Reece and Hsing-Yi Lin

(Application for Mills Act Contract. The house was designated a City Landmark in August 6, 1991. The house is significant as it was constructed in 1904 in the Craftsman style as the home of the noted Santa Barbara Community Activist, Pearl Chase. The property was purchased in 2013 by Ethan J. Reece and Hsing-Yi Lin who intend to rehabilitate the house so that it can continue to contribute to Santa Barbara's cultural heritage. The proposed ten-year rehabilitation plan meets the criteria outlined in Municipal Code 22.22.160.)

**(Review of Proposed Mills Act Program Ten-Year Rehabilitation Plan and make a recommendation to the City Council to grant an exception to the 1.5 million total assessed property valuation for this property to qualify for the Mills Act Program and recommend to the Community Development Director for approval of the proposed Mills Act Contract.)**

**Actual time: 1:43 p.m.**

Present: Ethan Reece, Owner.

Staff comments: Nicole Hernández, Urban Historian, stated the current restoration is of extremely high quality and includes repairing critical deterioration of the wood siding, porch columns and windows. The plan will ensure that the designated City Landmark will continue to have important architectural influence on the heritage of the City.

Public comment opened at 1:46 p.m.

- 1) Kellam de Forest sought clarification garage addition approved north of house part of restoration. Nicole Hernández stated that the garage is excluded and the contract focuses on the rehabilitation of the house and landscape.

Public comment closed at 1:47 p.m.