

# Historic Building Evaluation of the House at 2355 Montiel Road San Marcos, California

Prepared for Unite Pacific, Inc. 550 Laguna Drive, Suite A Carlsbad, CA 92008 Contact: Jamie Looney

Prepared by RECON Environmental, Inc. 1927 Fifth Avenue San Diego, CA 92101 P 619.308.9333

RECON Number 9257 August 16, 2019

Harry J. Price, Historian

#### NATIONAL ARCHAEOLOGICAL DATA BASE INFORMATION

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Report Date: August 15, 2019

Report Title: Historic Building Evaluation of the House at 2355 Montiel

Road, San Marcos, California

Submitted to: City of San Marcos

Prepared for: North Coast Church

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Contract Number: RECON Number 8478

U.S.G.S. Quadrangle Map: Valley Center, California, 7.5-minute series, 1996 edition

Acreage: N/A

Keywords: San Marcos, building evaluation, APN 228-370-2000,

#### ABSTRACT

This report presents the methods and results of a historic building evaluation of the house at 2355 Montiel Road, in the city of San Marcos, California. A field visit to the building was conducted on June 12, 2019, by Harry Price, to photograph and obtain information on the current condition of the buildings. Archival research was conducted at the San Marcos Historical Society, the Pioneer Room of the Escondido Public Library, the South Coastal Information Center, and online by Richard Shultz, RECON archaeologist. According to the Residential Building Records, the house was constructed in 1959. The house is not listed at the South Coast Information Center and little information was found on either the owners or the buildings themselves during the research.

The California Environmental Quality Act provides four criteria to use for evaluation of properties for historical significance. The house at 2355 Montiel Road, San Marcos, California, does not qualify for listing on the California Register of Historical Resources.

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# 1.0 Summary

This report presents the methods and results of a historic building evaluation of the house at 2355 Montiel Road, San Marcos, California. A field visit was conducted on June 12, 2019, by Harry Price, to photograph and obtain information on the current condition of the buildings. Archival research was conducted at the San Marcos Historical Society, the Pioneer Room of the Escondido Public Library, the South Coastal Information Center (SCIC), and online by Richard Shultz. According to the Residential Building Records, the house was constructed in 1959. The house is not listed at the SCIC and little information was found on either the owners or the buildings themselves.

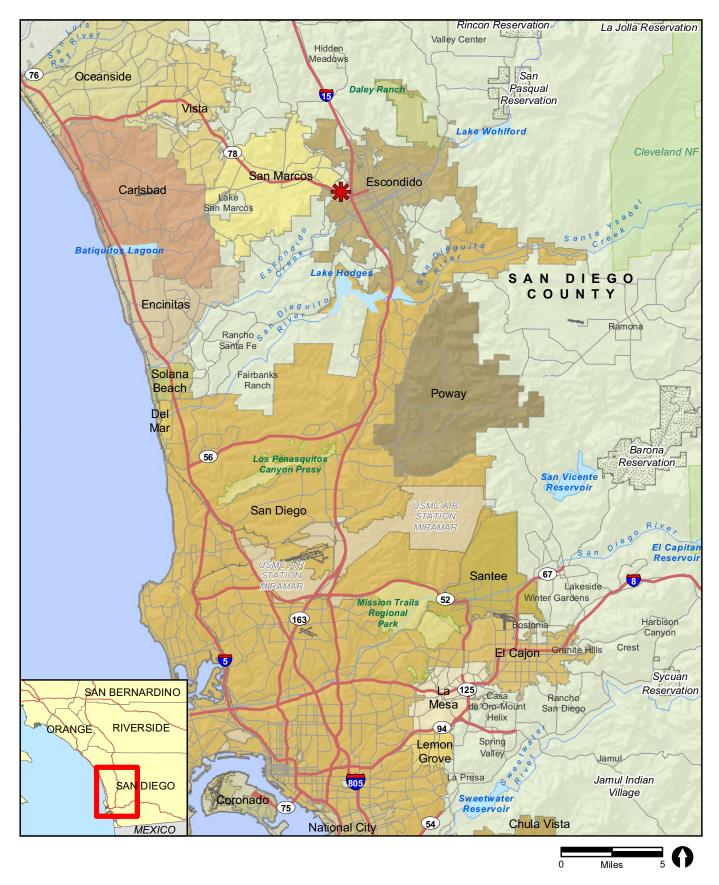
The California Environmental Quality Act (CEQA) provides four criteria to use for evaluation of properties for historical significance. The house at 2355 Montiel Road does not qualify for listing on the California Register of Historical Resources (CRHR).

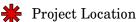
California Department of Parks and Recreation Primary Site Forms will be submitted to the SCIC.

# 2.0 Introduction

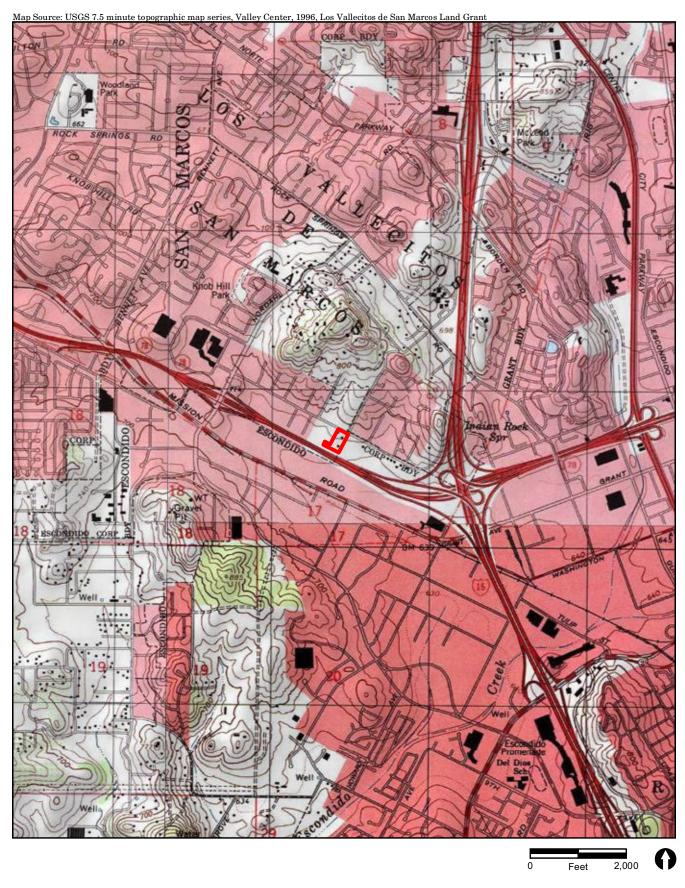
In accordance with CEQA and policies and requirements of the City of San Marcos regarding the protection of historic resources, a historic resource archival search, pedestrian survey, and historic structure assessment were completed for the house at 2355 Montiel Road Project (Project Buildings), in the city of San Marcos, in San Diego County (Figures 1 through 3). The assessor parcel number for the property at 2355 Montiel Road is 228-370-2000. The applicant proposes to construct a two-story administrative office building and parking lot. The first floor would consist of 15,712 square feet, complete with a lobby, a "café" area with outdoor seating, bathrooms, mechanical and elevator areas, and three individual office areas available for lease. The second floor would consist of 17,252 square feet, complete with four individual office areas available for lease, bathroom, and mechanical and elevator areas. The second floor would also contain an outdoor deck area above the main entrance to the building. On-site surface parking would be configured in order to accommodate the proposed buildings, resulting in a total of 185 parking stalls.

"The project property is flat and currently occupied by the two houses and several sheds and animal coops (see Figure 3). Current vegetation on the property consists of a mix of exotic weeds, ornamental plants, and trees (predominately on the southern end of the project). The property is located within the Richland Neighborhood, as defined by the San Marcos General Plan. It is bounded on the south by State Route 78 (SR-78), on the north by Montiel Road, and on the west and east by a commercial developments. The areas north of Montiel Road are predominantly single-family residences with occasional commercial development. The area east of the project to Interstate 15 is commercial, and the area south of SR-78 is predominately commercial and light industrial. The project is within an unsectioned portion of the Los Vallecitos de San Marcos Land Grant, Township 12 South, Range 2 West, on the Valley Center, CA 7.5-minute topographic series quadrangle.









☐ Project Boundary





Project Boundary

# 3.0 Research Design

This evaluation was requested by the City of San Marcos to determine the historical significance of the house at 2355 Montiel Road on the project property. The evaluation consisted of a field inspection of the buildings and archival research at appropriate institutions to determine their historical significance under CEQA criteria..

The field survey was completed on June 12, 2019, by Harry J. Price, RECON Environmental, Inc. archaeologist/historian. Archival research was conducted by Richard Shultz in August, 2019. The field survey included observations of exterior architectural elements and building design. Photographs using a digital camera were taken of the outside of the building, including elevations, construction details, and general lot conditions. References for building design comes from McAlester and McAlester (1984) and McGrew (1988).

The archival research included a check of the names listed on the chain of title, record search at the SCIC, review of the files at the San Marcos Historical Society and the Pioneer Room at the Escondido Public Library, and a check of online sources by Richard Shultz, RECON archaeologist. Aerial photographs dating from between 1947 and 2012, which are available online (Nationwide Environmental Title Research, LLC [NETR] 2016), were examined for information on the building.

# 4.0 Survey Results

# **Building Descriptions**

The house at 2355 Montiel Road was constructed in 1959 according to the Residential Building Record (RBR), and a garage, porch, and shed were subsequently added. The garage and porch are not shown on the RBR. The original house is a rectangular in ground plan, measuring approximately 37 feet by 31 feet, with the front facing Montiel Road and the long axis running northeast to southwest (Photograph 1). The roof is pyramid style with a low pitch, covered with composition shingles. The eaves are open, with exposed rafters and a fascia board. The overhang varies, the maximum being 24 inches.

The original house is cladded in stucco. Façade (facing northeast) windows consist of a metal framed, fixed center light window flanked by sliders left of the front door and a metal framed slider to the right of the door (see Photograph 1). These windows have no casings. The front door is currently boarded over.

The southeast elevation has no windows. A single-car garage, measuring approximately 22 feet by 13 feet, has been constructed off this elevation (Photographs 2 and 3). The garage has a shed roof with very slight pitch. Eaves are exposed with a fascia board. The garage is cladded in exterior plywood sheeting with narrow battens covering the joints. The large wood entrance door is on the northeast side and has wood casing. There is a metal window

of recent manufacture on the southeast elevation and a similar window and door on the southwest elevation. The windows have wood casings.

The rear elevation (facing southwest, is covered by a full-length enclosed porch approximately 10 feet deep (Photograph 4). The porch roof is a shed type with a very shallow pitch, exposed rafters, and a fascia board. The porch is clad in T1-11 exterior plywood siding, with the grooves running vertically. The southeast elevation has a metal framed double-hung window and a metal screen door. The southwest elevation has four windows, two double hung, metal framed, one a fixed metal frame, and one is a newer metal framed slider. The metal-framed slider has wood casing similar to those on the garage windows.

The northwest elevation has a single small, metal-framed slider window without casing (Photograph 5). A small addition, labeled "shed" on the RBR, has been added near the north end of the elevation. The shed, measuring 10 feet by 8 feet, is cladded in T1-11 plywood siding. It has a metal-framed slider window on the east elevation. The roof is a shallow pitch shed type with exposed eaves and a fascia board. This window has wood casing, but is of the older style that is without casings on the rest of the house. There is a three-panel door in the elevation facing Montiel Road. The northwest corner of the house is a small covered patio, with a shed roof similar to that of the other additions (Photograph 6).

Foundations for the original house and garage are concrete slabs. The rear porch foundation is a concrete slab.

# 5.0 Research Results

Several sources were used to obtain information about the project buildings. The files of the San Marcos Historical Society and those of the Pioneer Room at the Escondido Public Library were checked for maps, photographs, and written information on the building and property owners. The historic aerial photograph files were reviewed to compare development of the parcel and surrounding area (NETR 2016). The chain of title was researched to determine previous property owners.

A records search was conducted at the SCIC to determine if the house is listed in their files. The house is not listed as an historic address and California Department of Parks and Recreation site forms have not been previously submitted for it. A California Department of Parks and Recreation Primary Site Form will be submitted to the SCIC and is included as Attachment 1. The Record Search map is included in Confidential Attachment 1.



 ${\bf PHOTOGRAPH~1}$  Facade of House at 2355 Montiel Road, Looking Southwest



PHOTOGRAPH 2 Looking North Showing Façade and Garage





 ${\bf PHOTOGRAPH~3}$  Southeast Elevation, Showing Garage. Looking Northwest



 ${\bf PHOTOGRAPH~4}$  Rear Elevation Showing Full-length Porch





 $\begin{array}{c} \textbf{PHOTOGRAPH 5}\\ \textbf{Northwest Elevation, with Shed at Far End} \end{array}$ 



PHOTOGRAPH 6
Covered Porch at the Northwest House Corner



### **Chain of Title Information**

Table 1 shows the owners of the parcel since 1946, when the people who owned the property when the house was constructed acquired the property. No information was found at either the San Marcos Historical Society or the Pioneer Room on the owners of the property to indicate they were significant persons in San Marcos, San Diego County, or California history. The chain of title is included as Attachment 2 (The chain does include owners of both 2355 Montiel Road and 2375 Montiel Road, and ownership is undifferentiated).

Table 1 Grantee Schedule			
Grantee	Ownership Status	Recording Date	
Louis C. Paden and Estelle M. Paden	Husband and wife, as joint tenants with right of survivorship	01/09/1946	
Louis C. Paden	Widow	06/20/1962	
Evert S. Foote	Unmarried Man	03/28/1969	
Apolonia H. Puerta and Andrea V. Puerta	Husband and wife, as joint tenants	07/29/1969	
Louise Gonzalez, Leon Puerta, and Lucy Cardona	Tenants in common	09/11/1990	
Tommy Vargas and Peter Vargas	Tommy Vargas, a married man as his sole and separate property and Peter Vargas, a married man as his sole and separate property, as joint tenants	06/23/1994	
Tommy Vargas	A married man as his sole and separate property	06/23/1994	
Peter Vargas	A married man as his sole and separate property	06/23/1994	
Tommy Vargas and Pete Vargas	Co-Trustees of the Vargas Family Trust, dated April 24, 2014	05/09/2014	
North Coast Church	A California non profit corporation	06/18/2019	

# **Building Alterations**

As noted in Section 4.0 above, there have been three alterations to the house; a small shed added on the northwest side of the house, a garage added to the southeast side of the house, and a porch added to the rear (southwest side) of the house. Only the shed is noted on the RBR map, and no date is given for its addition. Aerial photographs reviewed are for the most part too blurry to determine the presence or absence of the porch or garage. The garage and porch do not appear to be present in a 1980 photograph, and subsequent photographs are too blurry to see the house sufficiently to determine presence or absence of the additions. The first photograph to show what appears to be the garage and porch is from 2003.

# 6.0 Evaluation

# 6.1 Building Discussion

The CRHR establishes the evaluative criteria used by CEQA in defining a historic resource. A historic resource is significant if it meets one or more of the criteria for listing in the CRHR. Resources are eligible for listing on the CRHR if they:

- A. Are associated with events that have made a significant contribution to the broad patterns local or regional history and cultural heritage of California or the United States.
- B. Are associated with the lives of persons important to the nation or to California's past.
- C. Embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values.
- D. Have yielded, or may be likely to yield, information important in prehistory or history of the state or nation.

Since resources that are not listed or determined eligible for the CRHR may still be historically significant in a local sense, their significance must be determined if they are affected by a project.

# 6.2 Significance Evaluation Under CEQA

A. Are associated with events that have made a significant contribution to the broad patterns local or regional history and cultural heritage of California or the United States.

The house at 2355 Montiel Road is not eligible under this criterion No information could be found to associate the house with a significant event or events in San Marcos, San Diego County, or state history.

B. Are associated with the lives of persons important to the nation or to California's past.

The house at 2355 Montiel Road is not eligible under this criterion. No information could be found to associate the house with a person important in San Marcos, San Diego County, or state history.

C. Embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values. The house at 2355 Montiel Road is not eligible under this criterion. The basic rectangular plan and pyramid roof have been employed for over 200 years. The house does not exhibit the distinctive style of any particular type of architecture, having a very plain original design and almost no detailing. Construction methods and the house design are not characteristic of any particular period or of the San Marcos area. No information was found associating the house with a creative individual. The house does not possess high artistic attributes. In addition, the additions have so altered the original design that the house no longer retains sufficient integrity design and workmanship to be eligible under this criterion.

D. Has yielded, or may be likely to yield, information important in prehistory or history of the state or nation.

The house at 2355 Montiel Road is not eligible under this criterion. The building itself does not and is not likely to yield information important in local or state history.

# 6.3 Integrity

Integrity is necessary for the property to convey its proposed significance. Enough integrity must remain to convey the reasons for the property's significance. There are seven aspects of integrity: location, design, setting, materials, workmanship, feeling, and association (U.S. Dept. of the Interior 1995). The location is the place where the property was constructed or where the significant historic event took place. The design of a property is the combination of architectural elements that create its structure, form, plan, space, and style. The setting of a property is its physical environment. This is not a specific spot, but the character of the spot and its surroundings. Materials are the physical elements used to construct the property. Workmanship is the physical evidence of the crafts or skills of the period or culture during the period of historic significance. Feeling is the property's expression of the historic or aesthetic sense of its particular significant period of time. Association is the link between the property and the important historic event or person significance is based on.

**Location**: The house at 2355 Montiel Road does retain integrity of location. The house was constructed on its current location.

**Design:** The house at 2355 Montiel Road does not retain integrity of design. The garage and rear porch, both substantial additions, have significantly altered the original simple rectangular design of the house. The additions have altered the roofline and added a significant horizontal massing to the house that was not present in the original design. Also, the newer windows on the garage have wood casings not present on the house windows, visually altering the window design.

**Setting:** The house at 2355 Montiel Road does not retain integrity of setting. The area along Montiel Road was significantly more rural at the time the house was constructed Building density was much lower, there were numerous large vacant lots, and agriculture was still being practiced to the north and south. Also, the closeness of the house at

2375 Montiel Road adds a sense of crowding not present when the house was originally constructed.

Materials: The house at 2355 Montiel Road does not retain sufficient integrity of materials. The three additions are clad in T1-1 plywood siding, which does not match the stucco cladding of the original portion of the house. The windows on the garage and some of those on the porch do not match the original house windows in manufacture, being more recent vinyl-coated aluminum.

Workmanship: The house at 2355 Montiel Road does not retain sufficient integrity of workmanship. The rear enclosed porch addition shows inferior workmanship in the fitting of the windows, eave detail, and fitting of the T1-11 plywood. The fitting of an air conditioning unit was badly executed, with mismatched plywood filling gaps on both sides. The garage, although significantly better done, shows decreased workmanship in the use of T1-11 instead of the use of stucco, which requires more skill and experience to apply.

**Feeling:** The house at 2355 Montiel Road does not retain integrity of feeling. The additions have reduced the sense of simplicity of the original house. The addition of the house at 2375 Montiel Road adds a sense of crowding not present when the house was originally constructed.

**Association:** As there were no identified important historic events or persons of significance in history associated with the house at 2355 Montiel Road, this is not a relevant aspect of Integrity.

# 7.0 Potential Project Impacts

The house at 2355 Montiel Road does not qualify for listing on the CRHR under any criteria.

The current project calls for the demolition of the existing house to facilitate construction of the project. Because the house is not eligible for listing on the CRHR, there will not be a significant adverse effect to historic resources as a result of its demolition.

# 8.0 Recommendations

The house at 2355 Montiel Road does not qualify for listing under CEQA as a significant historical resource and, therefore, there will be no significant adverse effects from implementation of the proposed project. Because of this, RECON feels no mitigation measures are necessary.

# 9.0 Certification and Project Staff

This report was prepared in compliance with the California Environmental Quality Act and with policies and procedures of the City of San Marcos. To the best of our knowledge, the statements and information contained in this report are accurate.

Harry J. Price

Architectural Historian

The following individuals participated in the field tasks or preparation of this report. Resumes for key personnel are included as Attachment 3.

Harry J. Price, Jr. Report Author, Architectural Historian

Richard Shultz Research Analyst Benjamin Arp GIS Specialist

Stacey Higgins Senior Production Specialist

# 10.0 References Cited

McAlester, Virginia and Lee McAlester

1984 A Field Guide to American Houses. Alfred A Knopf, Inc. New York.

McGrew, Alan M.

1988 Hidden Valley Heritage; Escondido's First 100 Years 1888-1988. Blue-Ribbon Centennial History Committee, L & W Printery, Inc. Escondido, California. On file at the Escondido Historical Society.

Nationwide Environmental Title Research, LLC (NETR)

2016 Historic aerial maps. http://www.historicaerials.com/aerials.php?scale=2000&lon=-117.0877&lat=32.701553&year=2005. Accessed December 15, 2016.

U.S. Department of the Interior, National Park Service

1995 National Register Bulletin No. 15, How to Apply the National Register Criteria for Evaluation. For Integrity discussion. Downloaded 2010.

	Historic Building Su
ATTACHMENTS	
House at 2355 Montiel Road, San Macros, Calif	

	Historic Building Survey
ATTACHMENT 1	
DPR Primary Site Form	

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

PRIMARY RECORD

Primary # HRI# Trinomial

**NRHP Status Code** 

Other Listings **Review Code** 

Reviewer Date

Page 1 **of** 3 \*Resource Name or #: (Assigned by recorder) 2355 Montiel Road

P1. Other Identifier: None

Location: 

Not for Publication ■ Unrestricted

\*a. County San Diego and (P2c, P2e, and P2b or P2d. Attach a Location Map as necessary

\*b. USGS 7.5' Quad Valley Center Date 1996 Unsectioned portion of the Rincon Del Diablo Rancho B.M.

c. Address 2355 Montiel Road. City San Marcos, California

Zip

d. UTM: (Give more than one for large and/or linear resources) Zone 11, 489405 mE / 3666260mN in NAD 83

Other Locational Data: APN 228-370-2000

\*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries) The house at 2355 Montiel Road was constructed in 1959 according to the Residential Building Record (RBR), and a garage, porch, and shed were subsequently added. The original house is cladded in stucco. Façade (facing northeast) windows consist of a metal framed, fixed center lite window flanked by sliders left of the front door and a metal framed slider to the right of the door These windows have no casings. The front door is currently boarded over. The southeast elevation has no windows. A single-car garage, measuring approximately 22 feet by 13 feet, has been constructed off this elevation. The garage has a shed roof with very slight pitch. Eaves are exposed with a fascia board. The garage is cladded in exterior plywood sheeting with narrow battens covering the joints. The large wood entrance door is on the northeast side and has wood casing. There is a metal window (see continuation sheet)

\*P3b. Resource Attributes: HP 2 Single-Family property



\*P4. Resources Present: ■ Building □ Structure 

Object 

Site 

District ☐ Element of District ☐ Other (Isolates,

P5b. Description of Photo: looking southwest at façade of house. Taken 6/13/2019

\*P6. Date Constructed/Age and □ Both

#### \*P7. Owner and Address:

Unite Pacific, Inc. 993-C South Santa Fe Avenue PMB #130 Vista, CA 92083

\*P8. Recorded by: H. Price **RECON Environmental** 1927 Fifth Avenue San Diego, CA 92101

\*P9. Date Recorded: 8/2019

\*P10.Survey Type: (Describe) **Building Evaluation** 

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

Historic Building Evaluation of the House at 2355 Montiel Road, San Marcos, California. Prepared by RECON Environmental, Inc. 1927 Fifth Avenue, San Diego, CA 92101

*Attachments: □NONE		□Sketch Map	■Continuation	Sheet	□Building, Stru	cture, and C	Object Record
□Archaeological Record	□District Record	□Linear Fe	ature Record	□Milling	Station Record	d □Rock A	rt Record
□Artifact Record □Photo	graph Record	☐ Other (List):					

DPR 523A (9/2013) \*Required information

# State of California & Natural Resources Agency DEPARTMENT OF PARKS AND RECREATION

### **CONTINUATION SHEET**

Primary# HRI # Trinomial

**Property Name:** 

Page 2 of 3 Resource Name or #: (Assigned by recorder) 2355 Montiel Road

\*Recorded by: H Price \*Date: 8/2019 ☑ Continuation ☐ Update

(continued from Primary site form) of recent manufacture on the southeast elevation and a similar window and door on the southwest elevation. The windows have wood casings.

The rear elevation (facing southwest, is covered by a full-length enclosed porch approximately 10 feet deep. The porch roof is a shed type with a very shallow pitch, exposed rafters and a fascia board. The porch is clad in T1-11 exterior plywood siding, with the groves running vertically. The southeast elevation has a metal framed double- hung window and a metal screen door. The southwest elevation has four windows, two double hung, metal framed, a fixed metal frame, and a newer metal framed slider. The metal framed slider has wood casing similar to those on the garage windows..

The northwest elevation has a single small metal framed slider window without casing. A small addition, labeled "shed" on the RBR, has been added near the north end of the elevation. The shed, measuring 10 feet by 8 feet, is cladded in T1-11 plywood siding. It has a metal framed slider window on the east elevation. The roof is a shallow pitch shed type with exposed eaves and a fascia board. This window has wood casing, but is of the older style that is without casings on the rest of the house. There is a three-panel door in the elevation facing Montiel Road. The northwest corner of the house is a small covered patio, with a shed roof similar to that of the other additions.

Foundations for the original house and garage are concrete slabs. The rear porch foundation is a concrete slab.

### Significance Evaluation Under CEQA

A. Are associated with events that have made a significant contribution to the broad patterns local or regional history and cultural heritage of California or the United States.

The house at 2355 Montiel Road is not eligible under this criterion No information could be found to associate the house with a significant event or events in San Marcos, San Diego County, or state history.

B. Are associated with the lives of persons important to the nation or to California's past.

The house at 2355 Montiel Road is not eligible under this criterion. No information could be found to associate the house with a person important in San Marcos, San Diego County, or state history.

C. Embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values.

The house at 2355 Montiel Road is not eligible under this criterion. The basic rectangular plan and pyramid roof have been employed for over 200 years. The house does not exhibit the distinctive style of any particular type of architecture, having a very plain original design and almost no detailing. Construction methods and the house design are not characteristic of any particular period or of the San Marcos area. No information was found associating the house with a creative individual. The house does not possess high artistic attributes. In addition the additions have so altered the original design that the house no longer retains sufficient integrity design and workmanship to be eligible under this criterion.

D. Has yielded, or may be likely to yield, information important in prehistory or history of the state or nation.

The house at 2355 Montiel Road is not eligible under this criterion. The building itself, does not, and is not likely to yield information important in local or state history.

# **LOCATION MAP**

Primary Number: HRI Number: Trinomial:

Page 3 of 3

\*Map Name: Valley Center, California

\*Resource Name or Number (Assigned by recorder): 2355 Montiel Road Scale: 1:24,000 Date: 1996

SHRINGS 2355 Montiel Road : ESCONDIDO CORP 3

	Historic Building Survey
ATTACHMENT 2	
Chain of Title	



rISSUING OFFICE: 2365 Northside Drive, Suite 600, San Diego, CA 92108

July 19, 201	9
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=addressee=

Order No.: 0086585A-993-SD2-

**CFU** 

Property Address: 2355 & 2375 Montiel Rd., San Marcos, CA

Seller: Buyer:

We appreciate the opportunity of being of service to you. Please call us immediately if you have any questions or concerns.

Sincerely,

Chicago Title Company

Escrow Contact: OAC/Payoff SD Commercial (619) 521-3500

Title Contact: Ken Cyr & Mark Franklin (619) 521-3673 TeamCyrFranklin@ctt.com



GUARANTEE NO.: CA-FBSC-IMP-72G6-1-19-0086585A

# CLTA GUARANTEE FACE PAGE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE,

### CHICAGO TITLE INSURANCE COMPANY

a corporation, herein called the Company

### **GUARANTEES**

the Assured named in Schedule A of this Guarantee

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A.

**Chicago Title Insurance Company** 

Countersigned:

Authorized Signature



ATTEST
Mayoru Kemopua

#### **GUARANTEE EXCLUSIONS AND CONDITIONS (06-05-14)**

#### **EXCLUSIONS FROM COVERAGE**

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the Land.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or (2) that result in no loss to the Assured.
  - (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
  - (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.
  - (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
- (f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
- (g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

### **GUARANTEE CONDITIONS**

#### 1. Definition of Terms.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.
- (b) "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "Public Records": those records established under California statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
  - (e) "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
- (f) "Amount of Liability": the Amount of Liability as stated in Schedule A.

#### 2. Notice of Claim to be Given by Assured.

The Assured shall notify the Company promptly in writing in case knowledge shall come to the Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of the Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

#### 3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

#### Company's Option to Defend or Prosecute Actions; Duty of Assured to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will

the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.

- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the Assured for this purpose. Whenever requested by the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

#### 5. Proof of Loss or Damage.

- (a) In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.
- (b) In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

#### 6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

#### CLTA Guarantee Exclusions and Conditions (06-05-14)

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- (a) To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
- (b) To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that that the Company is obligated to pay; or
- (c) To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

#### 7. Limitation of Liability.

- (a) This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of this Guarantee.
- (b) If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien or, encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (c) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.
- (d) The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

#### 8. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

#### 9. Payment of Loss.

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

#### 10. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle

in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection

#### 1. Arbitration.

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision, or to any other controversy or claim arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

#### 12. Liability Limited to This Guarantee; Guarantee Entire Contract.

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

#### 13. Severability

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

#### 14. Choice of Law; Forum

(a) Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

#### 15. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at Chicago Title Insurance Company, Attn: Claims Department, P.O. Box 45023, Jacksonville, FL 32232-5023.

#### **CHAIN OF TITLE GUARANTEE**

#### **SCHEDULE A**

Order No.: 0086585A-993-SD2-CFU

Guarantee No.: CA-FBSC-IMP-72G6-1-19-0086585A

Amount of Liability: \$10,000.00 Reference: 2355 & 2375 Montiel Rd., San Marcos, CA (APN: 228-370-20, 39)

Date of Guarantee: July 10, 2019 at 7:30 am Fee: \$520.00

1. Name of Assured:

### RJ REALTY INVESTORS, LLC and NORTH COAST CHURCH, a California non-profit corporation

2. The Land referred to in this Guarantee is described as follows:

See Exhibit A attached hereto and made a part hereof.

- 3. This Guarantee does not cover:
  - Taxes, assessments, and matters related thereto. a.
  - Instruments, proceedings, or other matters which do not specifically describe said Land. b.
- 4. ASSURANCES:

According to the Public Records as of the Date of Guarantee,

- a. North Coast Church, a California non-profit corporation purportedly acquired an estate or interest in the Land pursuant to a Grant Deed recorded June 18, 2019 as Instrument No. 2019-0237009 of Official Records.
- Matters affecting the interest described in Paragraph 4.a. recorded subsequent to June 1, 1912 are shown in b. Schedule B.

#### **EXHIBIT A**

#### LEGAL DESCRIPTION

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

PARCEL 1: APN 228-370-20

THE SOUTHEASTERLY 100 FEET OF THE NORTHWESTERLY 225 FEET OF THE NORTHEASTERLY 180 FEET OF LOT 16 IN BLOCK 7 OF THE RANCHO LOS VALLECITOS DE SAN MARCOS, IN THE CITY OF SAN MARCOS, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 806, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 21, 1895.

PARCEL 2: APN 228-370-39

ALL OF LOT 16 OF BLOCK 7 OF RANCHO LOS VALLECITOS DE SAN MARCOS, IN THE CITY OF SAN MARCOS, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 806, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 21, 1895.

EXCEPTING THEREFROM THE NORTHEASTERLY 125.00 FEET OF THE NORTHEASTERLY 360.00 FEET.

ALSO EXCEPTING THEREFROM THE SOUTHEASTERLY 180.00 FEET OF THE NORTHWESTERLY 225.00 FEET OF THE NORTHEASTERLY 180.00 FEET.

ALSO EXCEPTING THEREFROM THAT PORTION LYING SOUTHWESTERLY OF THE NORTHEASTERLY LINE OF THAT PORTION OF CALIFORNIA STATE HIGHWAY, X1-SAN DIEGO-196-B AS DESCRIBED IN DEED TO THE STATE OF CALIFORNIA, RECORDED JUNE 20, 1962 AS INSTRUMENT NO. 105013 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA, RECORDED NOVEMBER 25, 1970 AS INSTRUMENT NO. 215958 OF OFFICIAL RECORDS, LYING SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT OF THE NORTHWESTERLY LINE OF SAID LOT 16, DISTANT THEREON SOUTH 27°31′52" WEST 438.70 FEET FROM THE NORTHERLY CORNER OF SAID LOT 16; THENCE (1) SOUTH 63°28′47" EAST, 363.09 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 16, DISTANT THEREON SOUTH 27°34′03" WEST, 431.16 FEET FROM THE EASTERLY CORNER OF SAID LOT 16, EXCEPTING THEREFROM THAT PORTION DESCRIBED IN DEED TO THE STATE OF CALIFORNIA RECORDED JUNE 20, 1962 AS INSTRUMENT NO. 105013 OF OFFICIAL RECORDS.

#### **SCHEDULE B**

1. The effect of a Deed:

Grantor: George A. Hengert and Mary L. Hengert, his wife Grantee: Llewellyn J. Berger and Ellen E. Berger, his wife

Recording Date: June 26, 1912

Recording No: in Book 565, page 215 of Deeds

2. The effect of a Deed:

Grantor: Llewellyn J. Berger and Ellen E. Berger, husband and wife Virgil W. Deaver and Louise Deaver, husband and wife

Recording Date: April 3, 1930

Recording No: 16121, in Book 1763, page 72 of Deeds

3. The effect of a Deed:

Grantor: Virgil W. Deaver and Louise Deaver, husband and wife

Grantee: David S. Lyon and Mary Lyon, husband and wife, as joint tenants

Recording Date: July 10, 1944

Recording No: in Book 1714, page 48 of Official Records

4. The effect of a Deed:

Grantor: Mary C. Lyon, a widow

Grantee: Louis C. Paden and Estelle M. Paden, husband and wife, as joint tenants with right of

survivorship

Recording Date: January 9, 1946

Recording No: <u>2273 of Official Records</u>

5. The effect of a Joint Tenancy Grant Deed:

Grantor: May C. Lyon, a widow

Grantee: John C. Garland and Patsy A. Garland, husband and wife

Recording Date: August 9, 1955

Recording No: <u>in Book 5747, page 138 of Official Records</u>

6. The effect of a Quitclaim Deed:

Grantor: Virgil W. Deaver and Louise Deaver, husband and wife

Grantee: State of California Recording Date: June 20, 1962

Recording No: 105012 of Official Records

7. The effect of a Grant Deed:

Grantor: Louis C. Paden, a widow Grantee: State of California Recording Date: June 20, 1962

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Chain of Title Guarantee

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# SCHEDULE B (Continued)

Recording No: <u>105013 of Official Records</u>

#### 8. The effect of a Grant Deed:

Grantor: Edgar L. Paden and Phyllis Teresa Paden, husband and wife

Grantee: Evert S. Foote, an unmarried man

Recording Date: March 28, 1969

Recording No: 0053813 of Official Records

#### 9. The effect of a Grant Deed:

Grantor: Evert Stanley Foote

Grantee: Apolonia H. Puerta and Andrea V. Puerta, husband and wife, as joint tenants

Recording Date: July 29, 1969

Recording No: 136457 of Official Records

#### 10. The effect of a Grant Deed:

Grantor: Edgar L. Paden and Phyllis Teresa Paden, husband and wife

Grantee: Evert S. Foote, an unmarried man

Recording Date: July 29, 1969

Recording No: <u>136458 of Official Records</u>

#### 11. The effect of a Quitclaim Deed:

Grantor: Evert S. Foote, an unmarried man

Grantee: Record Owners
Recording Date: July 30, 1969

Recording No: 137661 of Official Records

#### 12. The effect of a Grant Deed:

Grantor: Louis C. Paden, a widow and Teresa Vargas, wife of Tommy Vargas, one of the grantees

herein

Grantee: Peter Vargas, a single man

Recording Date: June 10, 1970

Recording No: 70-100209 of Official Records

#### 13. The effect of a Grant Deed:

Grantor: Peter Vargas, a single man and Tommy Vargas, a married man

Grantee: State of California Recording Date: November 25, 1970

Recording No: 70-215958 of Official Records

#### 14. The effect of a Quitclaim Deed:

Grantor: Andrea V. Puerta

Grantee: Louise Gonzalez, Leon Puerta, and Lucy Cardona, as tenants in common

Recording Date: September 11, 1990

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# SCHEDULE B (Continued)

Recording No: 1990-496240 of Official Records

15. Probate Estate of Andrea Vasqas Puerta, recorded June 23, 1994 as Instrument No. 1994-400921 of Official Records

16. The effect of a Grant Deed:

Grantor: Leon Puerta, Special Administrator of the Estate of Andrea Vasqas Puerta

Grantee: Tommy Vargas, a married man as his sole and separate property and Peter Vargas, a

married man as his sloe and separate property as joint tenants

Recording Date: June 23, 1994

Recording No: 1994-0400922 of Official Records

17. The effect of a Quitclaim Deed:

Grantor: Teresa S. Vargas, spouse of vestee

Grantee: Tommy Vargas, a married man as his sole and separate property

Recording Date: June 23, 1994

Recording No: 1994-0400923 of Official Records

18. The effect of a Quitclaim Deed:

Grantor: Alice Vargas, spouse of vestee

Grantee: Peter Vargas, a married man as his sole and separate property

Recording Date: June 23, 1994

Recording No: 1994-0400924 of Official Records

19. The effect of a Grant Deed:

Grantor: Louise Gonzalez, Leon Puerta and Lucy Cardona

Grantee: Tommy Vargas, a married man as his sole and separate property and Peter Vargas, a

married man as his sole and separate property as joint tenants

Recording Date: June 24, 1994

Recording No: 1994-0402981 of Official Records

This Grant Deed is being executed and release any interest the Grantors had from Deed recorded <u>September 11</u>, 1990 as File no. 90-496240 of Official Records

- 20. Affidavit Death of Joint Tenant Death Apolonia H. Puerta, deceased recorded <u>July 20, 1994 as Instrument No.</u> 1994-449582 of Official Records
- 21. The effect of a Grant Deed:

Grantor: Peter Vargas, a single man and Tommy Vargas, a married man

Grantee: Peter Vargas, a single man and Tommy Vargas, a married man and Ramon Vargas, a

single man, all as joint tenants

Recording Date: September 26, 1997

Recording No: 1997-478102 of Official Records

22. The effect of a Quitclaim Deed:

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Chain of Title Guarantee

# SCHEDULE B (Continued)

Grantor: Ramon I. Vargas

Grantee: Peter Vargas, a single man and Tommy Vargas, a married man, all as joint tenants

Recording Date: March 22, 2012

Recording No: 2012-0168334 of Official Records

23. The effect of a Grant Deed to a Revocable Trust:

Grantor: Tommy Vargas and Peter Vargas (also known as Pete Vargas), as joint tenants, the

Grantors

Grantee: Tommy Vargas and Peter Vargas, as Co-Trustees of the Vargas Family Trust, dated April

24, 2014, the Grantee

Recording Date: May 09, 2014

Recording No: 2014-0191095 of Official Records

24. The effect of a Grant Deed to a Revocable Trust:

Grantor: Tommy Vargas and Peter Vargas (also known as Pete Vargas), as joint tenants, the

Grantors

Grantee: Tommy Vargas and Pete Vargas, as Co-Trustees of the Vargas Family Trust, dated April

24, 2014

Recording Date: May 09, 2014

Recording No: 2014-0191096 of Official Records

25. The effect of an Interspousal Transfer Grant Deed:

Grantor: Alice Vargas, wife of the Grantee herein

Grantee: Pete Vargas, a married man as his sole and separate property

Recording Date: June 18, 2019

Recording No: 2019-0237007 of Official Records

26. The effect of an Interspousal Transfer Grant Deed:

Grantor: Teresa B. Vargas, wife of Grantee herein

Grantee: Tommy Vargas, a married man as his sole and separate property

Recording Date: June 18, 2019

Recording No: 2019-0237008 of Official Records

27. The effect of a Grant Deed:

Grantor: Tommy Vargas, and Peter Vargas, Co-Trustees of the Vargas Family Trust dated April

24, 2014

Grantee: North Coast Church, a California non profit corporation

Recording Date: June 18, 2019

Recording No: 2019-0237009 of Official Records

	Historic Building Survey
ATTACHMENT 3	
Resumes of Key Personnel	

# Harry Price Architectural Historian



**Highlights** 

- ✓ Field surveying and evaluating
- Experience evaluating properties for the National Register of Historic Places

#### Experience:

40 years

#### **Education:**

B.A. Anthropology, San Diego State University

#### Certifications/Trainings:

County of San Diego Approved CEQA Consultants List – Archaeological and Historic Resources

City of San Diego Qualified Archaeological Principal Investigator

Qualified Archaeological Monitor, City of San Diego

National Preservation Workshop on Identification and Evaluation of Mid-20<sup>th</sup>-Century Buildings

California BLM Cultural Resource Use Permit No. CA-15-01

County of Riverside Cultural Resources Consultants List

Riverside County Cultural Sensitivity Training Course, Register No. 241

### **Experience Summary**

Mr. Price has been working for RECON as an architectural historian and cultural resources specialist since 1986. He has experience in Historic American Building Survey (HABS) and Historic American Engineering Record (HAER) documentation for historic structures. He has performed historic building evaluations and archival research for many historic structures in the San Diego area and is familiar with the California Register of Historical Resources (CRHR) and National Register of Historic Places (NRHP) eligibility requirements. Mr. Price is on the County of San Diego's Qualified Consultants List for the fields of Historic Resources and Archaeology, and the City of San Diego list of Principal Investigators.

### North Coastal Regional Center, Health and Human Services Agency, Oceanside, CA

Mr. Price conducted a historic evaluation of two existing buildings that comprise the County of San Diego's Health and Human Services Agency North Coastal Regional Center, in the City of Oceanside. Research conducted at the Oceanside Historical Society and on-line newspaper archives identified Robert A. Bradt as architect of one of the two buildings. The evaluation concluded that the two buildings, constructed between 1957 and 1960, were not eligible for inclusion on the California Register of Historical Resources.

### Alpha Square Project in Downtown San Diego, CA

Mr. Price completed historic resource research reports for two pre-1950 buildings at Market Street and 14th Avenue in downtown San Diego. These reports included architectural descriptions of the building, photographs, and historic research, and were used to determine the building's eligibility for listing on the San Diego City Register of Historic Resources.

### Del MarCity Hall/Town Hall EIR, Del Mar, CA

The survey and evaluation were conducted by Mr. Price to determine the significance of two existing City Hall buildings that are over 50 years old that were to be demolished by the proposed Del Mar City Hall/Town Hall Project on the existing City administration property. The evaluation included a review of archival files at the Del Mar Historical Society, San Diego Historical Society, County of San Diego, and an on-foot



reconnaissance of the parcel. The evaluation determined that neither building qualified for listing on the California Register of Historic Resources under any of the four criteria. In addition, neither building qualified as historically significant under City of Del Mar Municipal guidelines.

### 372 Fourth Avenue Project, San Diego, CA

This report written by Mr. Price evaluated the potential for subsurface archaeological deposits to be present on the 372 Fourth Avenue Project parcel. Research included a review of the results of a records search at the California Historical Resources Information System South Coastal Information Center, a review of the 1876 Bird's Eye View drawing of San Diego, applicable Sanborn Fire Insurance Maps, and a review of the files at the San Diego Historical Society. This research was used to determine what buildings occupied the project site prior to the construction of the current warehouse building.

The report determined that the potential exists for subsurface historic archaeological deposits such as building foundations and trash deposits, to be present.

### Dorothy Street Residence Project, Chula Vista, CA

Mr. Price prepared a technical analysis report for the City of Chula Vista to determine the impacts of a proposed multifamily development on a historic private residence at 753 Dorothy Street in the City of Chula Vista. The Spanish Colonial Revival Style residence had been recommended as being eligible for inclusion on the list of Chula Vista's Register of Historical Resources and the California Register of Historical Resources. The technical analysis included background information on the development of the parcel and house and a discussion of the integrity of the house. The report also evaluated the impacts on the integrity of the house from a proposed relocation of the house to either of two proposed sites on the parcel. Mr. Price determined relocation of the house to the preferred site would not significantly impact the integrity of the house and it would remain eligible for listing on both the Chula Vista and California registers. This determination was accepted by the City of Chula Vista.

#### Atmosphere Project in Downtown San Diego, CA

Mr. Price completed historic resource research reports for two pre-1960 buildings at 1434 and 1492 Fifth Avenue in downtown San Diego to determine their eligibility for listing on the California Register of Historical Resources and the San Diego Register of Historical Resources. These reports included architectural descriptions of the building, research results,



photographs, and discussions and determinations of significance.

### El Granito Rancho Adobe Historic Building Survey, El Cajon, CA

Mr. Price developed and directed the efforts to research and record an adobe house, wood-frame house, and barn prior to their demolition. Research included accessing primary material from various sources. Recordation included photo documentation of all buildings, exterior drawings of the wood-frame house, and exterior and interior drawings of the adobe. Research determined the adobe was constructed in 1941 by James Streeter.

### Mount Laguna Air Force Station, San Diego County, CA

Mr. Price co-authored a National Register of Historic Places eligibility evaluation of the Mount Laguna Air Force Station (MLAFS) located in the Cleveland National Forest. The evaluation for potential eligibility for inclusion on the National Register involved a building-by-building inspection of the remaining 23 buildings and the development of a historic context of MLAFS to use in the evaluation process. In addition, a cultural resources survey of the 140 acres of MLAFS was also conducted.

### South Orange Avenue, Escondido, CA

Mr. Price was the project architectural historian for this redevelopment project in Escondido. He was responsible for background research, on-site current conditions survey, and buildings evaluation report with mitigation recommendations for these four buildings (three residences and an outbuilding) built between 1930 and 1960. The evaluation included archival, aerial photography, and architectural research following CEQA and City of Escondido Guidelines.

### Escondido Disposal Incorporated Master Plan, Escondido CA

Mr. Price completed the historic building evaluation of the Golfcraft office/manufacturing plant building as part of the environmental review of a proposed expansion/modernization of the EDCO facility in the City of Escondido. The evaluation included a review of archival files at the City of Escondido, Escondido Historical Society, San Diego Historical Society, County of San Diego, an on-foot reconnaissance of the parcel and evaluation of the building eligibility under CEQA and City of Escondido eligibility criteria. The report determined that the building was eligible for both the California Register of Historical Resources and the Escondido historic register.



### Clinicas de Salud del Pueblo Expansion Project, Imperial County, CA

Mr. Price co-authored a National Register of Historic Places eligibility evaluation of a building constructed between 1928 and 1937. The building was part of a proposed project in the City of Brawley and involved renovation and expansion of the existing Clinic complex. The evaluation determined the historic building at 945 G Street, qualified for listing on the National Register of Historic Places under Criterion C, at the local level of significance. Because the project could not be redesigned, a program of mitigation to reduce impacts to the historic building was developed in conjunction with the State Historic Preservation Office, including a HABS Level III recordation of the building and installation of an interpretive plaque in the new Clinicas reception area.

### Additional Projects

- Rohr Complex Building Evaluation for Chula Vista Bayfront Master Plan EIR, Chula Vista, CA
- Cultural Resource Survey and Building Evaluation of the AMCAL Multi-housing Project, El Centro, CA
- Historic Building Survey on West San Ysidro Boulevard, City of San Diego, CA
- Historical Building Evaluation of the Buildings at 4040
   Fifth Avenue, San Diego, CA
- Historic Building Assessment and Context Development for the El Cajon Downtown Specific Plan, El Cajon, CA
- Evaluation of the Ivey Ranch House at the Ivey Ranch Park, Oceanside, CA
- ◆ Historical/Structural Assessment for 101 Mission Avenue, The Pishon/Guenther Residence, Oceanside, CA
- Historic American Building Survey (HABS) for the Descanso Ranger Station, Engine Garage, San Diego County, CA
- National Register Evaluation/Documentation of Schwanbeck's Store, Crossroads, CA
- Historic American Engineering Record (HAER)
   Documentation of Six Base End Stations in the White's Point Reservation, Los Angeles County, CA
- Evaluation and Documentation of the Alta Loma Heights Citrus Association Packing House, Rancho Cucamonga, CA.
- Excavations and Evaluations of Historic Ceramics at Los Peñasquitos (Johnson Taylor) Ranch House, San Diego, CA



- Cultural Resource Survey of the Shawnee Grantville Redevelopment Project, Mission Gorge, City of San Diego, CA
- San Diego Flume Documentation and Assessment of Mission Gorge Superior Mine, San Diego, CA
- ◆ Imperial Irrigation District Irrigation System Assessment in Association with South Fourth Street Property, El Centro, CA
- Consideration of Edgemore Geriatric Hospital and Polo Barn Relative to Proposed Development of Santee Town Center Specific Plan Amendment, Santee, CA
- Savage/Spreckles Tire Factory and Aztec Brewing Company Historic Archaeological Studies and Construction Monitoring, San Diego, CA
- Construction Monitoring for the Egyptian Condominiums, San Diego, CA
- ◆ Cultural Resources and Historic Resources Survey for the Camp Lockett Sewage Treatment Plant Garage, San Diego County, CA



Historic Building Surve
CONFIDENTIAL ATTACHMENT
Not for Public Review
House at 2355 Montiel Road, San Macros, California