



Type of Review Requested

- General Plan Amendment
General Development Plan
SPA/Specific Plan
Zone Change
Tentative Subdivision Map
Annexation
Other: PCM

STAFF USE ONLY

Case #
Filing Date
Assigned Planner
Receipt #
Project Account
Deposit Account
Related Cases

Application Information

Applicant Name: Sears Holding Company
Applicant Address: 3333 Beverly Road, Hoffman Estates, IL 60179
Contact: Ivor Samson Phone: 415-882-2491
Applicant's Interest in Property (If applicant is not the owner, the owner's authorization signature at the end of this form is required to process this request)
Engineer/Agent: Ivor Samson, Dentons US LLP Address: 525 Market Street, 26th Floor
Primary contact is: Agent Email address of primary contact: ivor.samson@dentons.com

General Project Description (all types)

Project Name: N/A Proposed Use: N/A (maintain current)
General Description of Proposed Project: Applicant is submitting an expert technical analysis report regarding the Sears Store at 565 Broadway, Chula Vista, CA, and seeks a determination by the Historic Preservation Commission that the Sears Store is not eligible for listing in the Chula Vista Register of Historic Places, the California Register of Historical Resources, or the National Register of Historic Places.

Subject Property Information (all types)

Location/Street Address: 565 Broadway, Chula Vista, CA
Assessor's Parcel #: 5720104400 Total Acreage: Approx. 250,000 sq-ft building located w/in Chula Vista Center Mall
General Plan Designation: Mixed use Zone Designation: UC-7 (Chula Vista Center)
Planned Community (if applicable): Not planned community
Current Land Use: Commercial Within Montgomery Specific Plan? No

General Plan Amendment

Proposed Land Use Designation:
Justification for General Plan change:



General Development Plan

General Development Plan Name: _____

Proposed Land Uses / Total Acres:

Commercial / _____ Acres	Industrial / _____ Acres
Parks / _____ Acres	Schools / _____ Acres
Community Purpose / _____ Acres	Circulation / _____ Acres
Public/Quasi / _____ Acres	Open Space / _____ Acres

Residential / Range:

Single Family Detached / _____ to _____ Units _____ Acres

Single Family Attached / _____ to _____ Units _____ Acres

Duplexes / _____ to _____ Units _____ Acres

Apartments / _____ to _____ Units _____ Acres

Condominiums / _____ to _____ Units _____ Acres

TOTALS / _____ to _____ Units _____ Acres

Annexation

Rezoning: _____ LAFCO Reference #: _____

Tentative Subdivision Map

Subdivision Name: _____ CV Tract #: _____

Minimum lot size: _____ Number of units: _____ Average lot size: _____

Zone Change

Rezoning Prezoning Setback

Proposed zoning: _____

Authorization

Print applicant name: Sears Holding Company

Applicant Signature: Please see attached authorization letter Date: October 7, 2013

Print owner name*: _____

Owner Signature*: _____ Date: _____

*Proof of ownership may be required. Letter of consent may be provided in lieu of signature.



Project Description & Justification

Project Name N/A

Applicant Name Sears Holding Company

Please fully describe the proposed project, any and all construction that may be accomplished as a result of approval of this project, and the project's benefits to yourself, the property, the neighborhood, and the City of Chula Vista. Include any details necessary to adequately explain the scope and/or operation of the proposed project. You may include any background information and supporting statements regarding the reasons for, or appropriateness of, the application. Use an addendum sheet if necessary.

For all Conditional Use Permits and Variances, please address the required "findings" as listed in the Application Process applicable guides.

In 2012, ASM Affiliates, Inc., prepared a document titled "Historic Resources Survey, Chula Vista California" (the "ASM Survey").

Table 24 of the ASM Survey identifies the Sears store at 565 Broadway, Chula Vista, CA as eligible for listing as an "historic resource" within the meaning of the Chula Vista Municipal Code. That conclusion appears to have been based on (1) a reconnaissance (or "windshield") survey consisting of visual observations from public roads (see ASM Survey pp. 3-4) and (2) follow-up field work collecting information about exterior building features (see ASM Survey pp. 9-10).

Since that time, additional information about the Sears store at 565 Broadway has become available. That information includes original construction drawings, background on the architects and engineers who designed the building, and a detailed history of modifications to the building (and its site). None of this information was reviewed or evaluated as part of the ASM Survey.

In 2013 Heritage Architecture & Planning ("Heritage") (1) reviewed the ASM Survey and the additional information described above, (2) conducted extensive field work and archival research regarding the Sears store, and, on the basis of those analyses, (3) concluded that the Sears Store is less than 50 years old, lacks exceptional significance, and has been significantly modified in a fashion that compromises the building's historic integrity.

Heritage's conclusions are documented in an Expert Technical Analysis Report previously submitted to the City of Chula Vista (the "Heritage Report"). An additional copy of the Heritage Report is attached hereto for your convenient reference.

Sears Roebuck & Company, the owner of the Sears store at 565 Broadway, hereby respectfully requests that the Historic

Preservation commission take the following actions:

1. Accept and carefully consider the Heritage Report and the data, information, and analysis cited therein (much of which was not available to the ASM Survey).
2. Find that the Sears store at 565 Broadway, Chula Vista, CA is not eligible for listing as an historic resource within the meaning of the Chula Vista Historic Preservation Program, the California Register of Historical Resources, or the National Register of Historic Places.



Disclosure Statement

Pursuant to City Council Policy 101-01, prior to any action on a matter that requires discretionary action by the City Council, Planning Commission or other official legislative body of the City, a statement of disclosure of certain ownerships, financial interest, payments, and campaign contributions must be filed. The following information must be disclosed:

- 1. List the names of all persons having a financial interest in the project that is the subject of the application, project or contract (e.g., owner, applicant, contractor, subcontractor, material supplier)

Sears Holding Company

- 2. If any person* identified in section 1. above is a corporation or partnership, list the names of all individuals with an investment of \$2000 or more in the business (corporation/partnership) entity.

Sears Holding Company is a public corporation. We are not aware of the names of all persons,
worldwide, with an investment of \$2,000 or more in the corporation.

- 3. If any person* identified in section 1. above is a non-profit organization or trust, list the names of any person who is the director of the non-profit organization or the names of the trustee, beneficiary and trustor of the trust.

- 4. Please identify every person, including any agents, employees, consultants, or independent contractors, whom you have authorized to represent you before the City in this matter.

Ivor Samson, Dentons US LLP; Matthew Adams, Dentons US LLP; David Marshall, Heritage
Architecture & Planning

- 5. Has any person *identified in 1, 2, 3., or 4., above, or otherwise associated with this contract, project or application, had any financial dealings with an official** of the City of Chula Vista as it relates to this contract, project or application within the past 12 months? Yes _____ No X

None

If yes, briefly describe the nature of the financial interest the official** may have in this contract.



Disclosure Statement - Page 2

6. Has any person *identified in 1, 2, 3, or 4, above, or otherwise associated with this contract, project or application, made a campaign contribution of more than \$250 within the past (12) months to a current member of the City of Chula Vista Council? Yes _____ No X
If yes which council member? _____

7. Has any person *identified in 1, 2, 3, or 4, above, or otherwise associated with this contract, project or application, provided more than \$420 (or an item of equivalent value) to an official** of the City of Chula Vista in the past (12) months? (This includes any payment that confers a personal benefit on the recipient, a rebate or discount in the price of anything of value, money to retire a legal debt, gift, loan, etc) Yes _____ No X

If yes, which official** and what was the nature of the item provided? _____

8. Has any person *identified in 1, 2, 3, or 4, above, or otherwise associated with this contract, project or application, been a source of income of \$500 or more to an official** of the City of Chula Vista in the past (12) months? Yes _____ No X

If yes, which official** and the nature of the item provided? _____

Date _____

Signature of Contractor/Applicant

Print or type name of Contractor/Applicant

* Person is identified as: any individual, firm, co-partnership, joint venture, association, social club, fraternal organization, corporation, estate, trust, receiver, syndicate, any other county, city, municipality, district, or other political subdivision, or any other group or combination acting as a unit.

** official includes, but is not limited to: Mayor, Council member, Planning Commissioner, Member of a board, commission or committee of the City, and City employee or staff members.

*** This disclosure Statement must be completed at the time the project application, or contract, is submitted to City staff for processing, and updated within one week prior to consideration by legislative body

Last Updated: March 16, 2010



APPLICATION APENDIX C

Development Permit Processing Agreement

Development Services Department

Permit Application _____
Applicant Name _____
Type of Permit /Request _____
Agreement Date _____
Deposit Amount _____

This Agreement ("Agreement") between the City of Chula Vista, a chartered municipal corporation ("City") and the forenamed applicant ("Applicant"), effective as of the Agreement Date set forth above, is made within reference to the following facts:

Whereas, Applicant has requested that the Historic Preservation Commission reconsider the historic Eligibility of the Sears building located at 565 Broadway; and,

Whereas, the City will incur expenses in order to take this matter the various departments and before the various boards and commissions of the City ("Processing Services"); and,

Whereas the purpose of this agreement is to reimburse the City for all expenses it will incur in connection with providing the Processing Services;

Now, therefore, the parties do hereby agree, in exchange for the mutual promises herein contained, as follows:

1. Applicant's Duty to Pay.

Applicant shall pay all of City's expenses incurred in providing Processing Services related to Applicant's Request, including all of City's direct and overhead costs related thereto. This duty of Applicant shall be referred to herein as "Applicant's Duty to Pay."

1.1. Applicant's Deposit Duty. As partial performance of Applicant's Duty to Pay, Applicant shall deposit the amount aforereferenced ("Deposit").

1.1.1. City shall charge its lawful expenses incurred in providing Processing Services Against Applicant's Deposit. If, after the conclusion of processing Applicant's Request, any portion of the Deposit remains, City shall return said balance to Applicant without interest thereon. If, during the processing of Applicant's Request, the amount of the Deposit becomes exhausted, or is imminently likely to become exhausted in the opinion of the City, upon notice of same by City,

Applicant shall forthwith provide such additional deposit as City shall calculate as reasonably necessary to continue Processing Services. The duty of Applicant to initially deposit and to supplement said deposit as herein required shall be known as "Applicant's Deposit Duty".

2. City's Duty.

City shall, upon the condition that Applicant is no, in breach of Applicant's Duty to Pay or Applicant's Deposit Duty, use good faith to provide processing services in relation to Applicant's Request application.

2.1. City shall have no liability hereunder to Applicant for the failure to process Applicant's Request application, or for failure to process Applicant's Request within the time frame requested by Applicant or estimated by City

2.2. By execution of this agreement Applicant shall have no right to the Request for which Applicant has applied. City shall use its discretion in valuating Applicant's Request Application without regard to Applicant's promise to pay for the Processing Services, or the execution of the Agreement.

3. Remedies.

3.1. Suspension of Processing

In addition to all other rights and remedies which the City shall otherwise have at law or equity, the City has the right to suspend and/or withhold the processing of the Request which is the subject matter of this Agreement, as well as the Request which may be the subject matter of any other Request which Applicant has before the City.

3.2. Civil Collection

In addition to all other rights and remedies which the City shall otherwise have at law or equity, the City has the right to collect all sums which are or may become due hereunder by civil action, and upon instituting litigation to collect same, the prevailing party shall be entitled to reasonable attorney's fees and costs.

4. Miscellaneous.

4.1 Notices.

All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to any party shall be deemed to have been properly given or served if personally served or deposited in the United States mail, addressed to such party, postage prepaid, registered or certified, with return receipt requested at the addresses identified adjacent to the signatures of the parties represented.

4.2 Governing Law/Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Agreement shall be brought only in the federal or state courts located in San Diego County, State of California, and if applicable, the City of Chula Vista, or as close thereto as possible. Venue for this Agreement, and performance hereunder, shall be the City of Chula Vista.

4.3. Multiple Signatories.

If there are multiple signatories to this agreement on behalf of Applicant, each of such signatories shall be jointly and severally liable for the performance of Applicant's duties herein set forth.

4.4. Signatory Authority.

This signatory to this agreement hereby warrants and represents that he is the duly designated agent for the Applicant and has been duly authorized by the Applicant to execute this Agreement on behalf of the Applicant. Signatory shall be personally liable for Applicant's Duty to Pay and Applicant's Duty to Deposit in the event he has not been authorized to execute this Agreement by Applicant.

4.5 Hold Harmless.

Applicant shall defend, indemnify and hold harmless the City, its elected and appointed officers and employees, from and against any claims, suits, actions or proceedings, judicial or administrative, for writs, orders, injunction or other relief, damages, liability, cost and expense (including without limitation attorneys' fees) arising out of City's actions in processing or issuing Applicant's Request, or in exercising any discretion related thereto including but not limited to the giving of proper environmental review, the holding of public hearings, the extension of due process rights, except only for those claims, suits, actions or proceedings arising from the sole negligence or sole willful conduct of the City, its officers, or employees known to, but not objected to, by the Applicant. Applicant's indemnification shall include any and all costs, expenses, attorney's fees and liability incurred by the City, its officers, agents, or employees in defending against such claims, whether the same proceed to judgment or not. Further, Applicant, at its own expense, shall, upon written request by the City, defend any such suit or action brought against the City, its officers, agents, or employees. Applicant's indemnification of City shall not be limited by any prior or subsequent declaration by the Applicant. At its sole discretion, the City may participate at its own expense in the defense of any such action, but such participation shall not relieve the applicant of any obligation imposed by this condition.

4.6 Administrative Claims Requirements and Procedures.

No suit or arbitration shall be brought arising out of this agreement against the City unless a claim has first been presented in writing and filed with the City of Chula Vista and acted upon by the

City of Chula Vista in accordance with the procedures set forth in Chapter 1.34 of the Chula Vista Municipal Code, as same may from time to time be amended, the provisions of which are incorporated by this reference as if fully set forth herein, and such policies and procedures used by the City in the implementation of same. Upon request by City, Consultant shall meet and confer in good faith with City for the purpose of resolving any dispute over the terms of this Agreement.

Now therefore, the parties hereto, having read and understood the terms and conditions of this agreement, do hereby express their consent to the terms hereof by setting their hand hereto on the date set forth adjacent thereto.

Dated: _____ By: _____

(Staff)
City of Chula Vista
276 Fourth Avenue
Chula Vista, CA 91910

Dated: Oct 13, 2012 By:  _____

(Applicant)

SEARS HOLDINGS CORPORATION

Robyn L. Alexander, Esq.
Associate General Counsel, Real Estate

Sears Holdings Corporation
3333 Beverly Road, BC-118B
Hoffman Estates, Illinois 60179
Writer's Direct Dial: (847) 286-1719
Fax: (847) 286-2286

October 14, 2013

Marilyn R.F. Pongeggi
Principal Planner
City of Chula Vista Planning Department
276 Fourth Avenue
Chula Vista, CA 91910

Re: Request for Determination by Historic Preservation Commission

Dear Ms. Pongeggi:

By this letter, I confirm that Dentons US LLP is authorized to represent Sears Holdings Corporation, owner of the Sears store at 565 Broadway Avenue, Chula Vista, California, in the above-referenced matter.

Sincerely,



Robyn Alexander
Associate General Counsel
Sears Holdings Corporation