RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

David W Lane

Yang Kyu Kwon,

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

2117 West 29th St Los Angeles, CA 90018.

(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and David W Lane and Yang Kyu Kwon (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Jefferson Park HPOZ and located at the street address 21117 West 29th St., Los Angeles, California 90018, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On _____, _____: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. _____ pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. _____-_____); or, (b) The Property was determined to be a Contributing Structure to the Jefferson Park Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
   This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. **Renewal.**
   Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. **Standards for Historical Property.**
   During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. **Provision of Information of Compliance.**
Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. **Cancellation.**
City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. **Enforcement of Agreement.**
In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. **Binding Effect of Agreement.**
The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

8. **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.

To City:
Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:
Name: David W Lane and Yang Kyu Kwon
Address: 2117 West 29th Street, Los Angeles, CA 90018

9. **General Provisions.**
   a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: _____
Owner Signature*

David W Lane 5/16/15
Print Name Date

By: _____
Owner Signature*

Yang Kyu Kwon 5/16/15
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

SEE ATTACHED

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of LOS ANGELES)

On May 19th 2015 before me, RAMNIK SINGH (NOTARY Public)
(insert name and title of the officer)

personally appeared — DAVID W LANE AND YANG KYU KWON
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)**

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 2117 West 29th Street, Los Angeles, CA 90018

OWNER(S) OF PROPERTY: David Lane and Yang Kyu Kwon

OWNER(S) MAILING ADDRESS: 2117 West 29th Street, Los Angeles, CA 90018

HOME TELEPHONE: 310-963-6532 WORK TELEPHONE: Same

MOBILE TELEPHONE: 323-309-4432 ALTERNATE TELEPHONE: Same

OWNER(S) EMAIL: deewlane13@yahoo.com ALTERNATE EMAIL: nkwon@hotmail.com

PROPERTY INFORMATION

Legal Description: TRACT: West Adams and Western BLOCK: None LOT: 57 ARB: None

Assessor Identification Number (AIN): 5052 - 028 - 033 COUNCIL DISTRICT NO.: 10

PROPERTY PURCHASE DATE: 3/6/14 MOST RECENT ASSESSED VALUE: 330,473.00

OWNER OCCUPIED: • YES NO USE: • SINGLE-FAMILY DWELLING MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? YES • NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? • YES NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? YES • NO

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: _____

■ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: Jefferson Park HISTORIC PROPERTY NAME: Contributing Property505

ORIGINAL CONSTRUCTION DATE: 1906 ARCHITECT(S): _____

ARCHITECTURAL STYLE: Craftsman, Transitional

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

5/18/15 5/18/15

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

David W Lane Yang Kyu Kwon

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 2117 West 29th Street, Los Angeles, CA 90018

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Brick Foundation

Cost $ 30,000.00 or up (round to nearest dollar) Contract Year of Proposed Work Completion: 10

Description of work: Full replacement of decaying brick foundation.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Wooden floors

Cost $ 10,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 10

Description of work: In unison with the foundation, a leveling of the warped original floors.

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Windows

Cost $ 3,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 10

Description of work: Updating the old windows, with jeapordizing the integrity of original structure.

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $ _____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

EXHIBIT "A"

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

JoEllen Williamson

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

1229 3rd Avenue, Los Angeles, CA 90019.

(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and JoEllen Williamson (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Country Club Terrace Lot 30 and located at the street address 1229 3rd Avenue, Los Angeles, California 90019, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On _____, _____: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. _____ pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. _____-_____); or, (b) The Property was determined to be a Contributing Structure to the Country Club Park Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

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   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

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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 Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

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To City:
Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:
Name JoEllen Williamson
Address 1229 3rd Avenue
Los Angeles, CA 90019

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a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

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No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: _____
Owner Signature*

JoEllen Williamson 5-4-15
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }

COUNTY OF LOS ANGELES

On 5-4-15 *Date* before me, DAVID W KELLY *Insert Name and Title of the officer* Notary Public, personally appeared JOELLEN WILLIAMSON

Name(s) of Signer(s)

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: _____

DAVID W. KELLY
Commission # 2092259
Notary Public - California
Los Angeles County
My Comm. Expires Dec 12, 2018

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: HISTORICAL PROPERTY CONTRACT Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signers Name: _____

☐ Corporate Officer – Title(s) _____

☐ Partner - ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☑ Other: OWNER

Signer is Representing: _____

Signers Name: _____

☐ Corporate Officer – Title(s) _____

☐ Partner - ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 1229 3rd Avenue, Los Angeles, CA 90019

OWNER(S) OF PROPERTY: JoEllen Williamson - JoEllen Williamson Trust

OWNER(S) MAILING ADDRESS: 1229 3rd Avenue, Los Angeles, Ca 90019

HOME TELEPHONE: (323) 734-8043 WORK TELEPHONE:

MOBILE TELEPHONE: (213) 272-9704 - Best # ALTERNATE TELEPHONE:

OWNER(S) EMAIL: joellenw@usc.edu ALTERNATE EMAIL:

PROPERTY INFORMATION

Legal Description: TRACT: Robert Marsh and Co's Country C BLOCK: None LOT: 30 ARB: None

Assessor Identification Number (AIN): 5081 - 014 - 002 COUNCIL DISTRICT NO.: 10

PROPERTY PURCHASE DATE: 12/1/2001 MOST RECENT ASSESSED VALUE: $613,621.00

OWNER OCCUPIED: (•) YES ( ) NO USE: (•) SINGLE-FAMILY DWELLING ( ) MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ( ) YES (•) NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? (•) YES ( ) NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ( ) YES (•) NO

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: HCM NAME:

☒ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: Country Club Park HISTORIC PROPERTY NAME: Fraley Family Home

ORIGINAL CONSTRUCTION DATE: 1912 ARCHITECT(S): Frank E. Hartigan

ARCHITECTURAL STYLE: Spanish Colonial Revival

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

JoEllen Williamson 3/28/15

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

JoEllen Williamson

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1229 3rd Avenue, Los Angeles, CA

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Exterior House & Garage

Cost $24,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Repair damaged stucco, match finish. Refinish wood ceiling at front porch. Paint house & garage to match original color.

■ Maintenance ☐ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Exterior - Windows, Gutters & downspouts

Cost $8,200 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Replaced all gutters and downspouts, Repaired all damaged window wood sash, replaced window screens using original wood frames, sand, and paint

---

■ Maintenance ☐ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Backyard Fence

Cost $6,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Removed existing rotten wood fence at north and west side of property. New redwood fencing with steel posts. Made new trash enclosure

---

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Carport and Front Balcony

Cost $3050 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Relocate balcony drain and repair sagging carport roof

---

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1229 3rd Avenue, Los Angeles, CA 90019

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: House and Garage Roof

Cost $3,800 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Removed and repaired tile roof at garage overhang used original tiles only. Repaired sagging roof at rear porch

■ Maintenance ☐ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Electrical Panel Upgrade

Cost $2,400 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: House needed electrical panel upgrade for safety and function

☐ Maintenance ☐ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Interior -Master Bath and Bedroom

Cost $5,600 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Repaired orginal tile, walls, moldings, re-glazed original tub. Installed new fan for moisture removal. Paint bath and bedroom.

■ Maintenance ☐ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Upstairs bedrooms & bathroom

Cost $7,600 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Painteds and repaired wood moldlings and plaster on all upstairs rooms. Reglaze original tub and sink, repaired faucets and tile floor and walls

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1229 3rd Avenue, Los Angeles, CA 90019

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

■ Maintenance ☐ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Interior Downstairs

Cost $ 20,300 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Painted all downstairs rooms, kitchen cabinets and trim. New flooring for kitchen, pantry, laundry room and powder room.

■ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Exterior Lighting

Cost $ 2,400 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Removed modern lighting fixtures. Replaced all outdoor lighting for security and to match house style. Repaired & restored original front porch light

---

■ Maintenance ☐ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Landscape

Cost $ 10,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Removed all turf and replaced with drought tolerant planting. Removed vines and planting near foundation and off walls.

■ Maintenance ☐ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Garage Door

Cost $ 4,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Repaired wood trim to match existing structure and to fit new garage door to reflect the period of the house.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1229 3rd Avenue, Los Angeles, CA 90019

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Garage Studio Apartment & Sun Room Rehabilitation/Restoration

Cost $6,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Restore both spaces. Original moldings and wood have been damaged. Replace modern flooring, paint both rooms, fix plumbing in Studio Apt.

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Interior Wood Floors & Original Hardwood Cabinetry

Cost $12,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Refinish all hardwood floors and original built-in cabinetry and woodwork in house for preservation

---

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Tile Roof Maintenance

Cost $15,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Repair tile roofing on both the main house and garage. Replace main house roof if needed

---

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Continued Exterior & Interior Maintenance for Landscaping & Structures

Cost $3,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2025

Description of work: Repair, re-paint and preserve property annually as needed

---

EXHIBIT "A"

CITY OF LOS ANGELES

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

EXHIBIT "B"

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

Barbara H. Corry

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

1107 4th Avenue, Los Angeles, CA 90019.

(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and Barbara H. Corry (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Duplex by Russell Law and located at the street address 1107 4th Avenue, Los Angeles, California 90019, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On October 20, 2010: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. _____ pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. 06-2368); or, (b) The Property was determined to be a Contributing Structure to the Country Club Park Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
   This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. **Renewal.**
   Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. **Standards for Historical Property.**
   During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. **Provision of Information of Compliance.**
Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. **Cancellation.**
City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. **Enforcement of Agreement.**
In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. Binding Effect of Agreement.

The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

8. 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.

To City:

Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:

Name: Barbara H. Corry

Address: 1107 4th Avenue

Los Angeles, CA 90019

9. General Provisions.

a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: Barbara H. Corry
Owner Signature*

Barbara H. Corry 5/11/2015
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On 5/11/2015 before me, Robin Windom, Notary Public
(insert name and title of the officer)

personally appeared Barbara H. Corry,
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.

ROBIN WINDOM
Commission # 2047389
Notary Public - California
Los Angeles County
My Comm. Expires Nov 25, 2017

Signature _____ **(Seal)**

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 1107 - 1109 4th Avenue, Los Angeles, CA 90019

OWNER(S) OF PROPERTY: Barbara H. Corry

OWNER(S) MAILING ADDRESS: 1107 4th Avenue, Los Angeles, CA 90019

HOME TELEPHONE: _____ WORK TELEPHONE: _____

MOBILE TELEPHONE: (310) 435-1721 ALTERNATE TELEPHONE: _____

OWNER(S) EMAIL: bhcorry@gmail.com ALTERNATE EMAIL: _____

PROPERTY INFORMATION

Legal Description: TRACT: TR 11787 BLOCK: None LOT: 2 ARB: None

Assessor Identification Number (AIN): 5081 - 012 - 002 COUNCIL DISTRICT NO.: 10

PROPERTY PURCHASE DATE: 10/30/2014 MOST RECENT ASSESSED VALUE: $67,549.00

OWNER OCCUPIED: ● YES NO USE: SINGLE-FAMILY DWELLING ● MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? YES ● NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ● YES NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? YES ● NO

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: _____

☑ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: Country Club Park HISTORIC PROPERTY NAME: Duplex by Russell Law

ORIGINAL CONSTRUCTION DATE: 1926 ARCHITECT(S): Russell S. Law

ARCHITECTURAL STYLE: Spanish Colonial Revival

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Barbara H. Corry 2/20/2015 N/A _____

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Barbara H. Corry N/A

PRINT NAME PRINT NAME

EXHIBIT "A"

Why my home/duplex needs the benefits of Mills Act

I purchased this Spanish Colonial Revival duplex by architect Russell Law, constructed in 1926, which is a contributor to the Country Club Park HPOZ, in October 2014 from a Realtor who had purchased it as a foreclosure in July 2014. Needless to say, he had only replaced the water heaters and decided it was time to sell the building which had earlier been illegally, and messily converted to a four-plex.

The first major project was to convert the downstairs illegal duplex, plus another unit added above the garage, to a single unit, leaving the most historic upper level unit, with tenant in place, intact. To accomplish this I converted the kitchen and bath of the south illegal lean-to unit to a tiled laundry room, with French door added at the west to open the space. The east bedroom, which had been added to that unit from the original lower level unit, was changed back. The hardwood floors in the lower unit required sanding/refinishing, greatly improving the status of the mostly original sunken living room and dining room. The bathroom, with its sinking floor/tub/shower must be dealt with. The east/west hall connecting the east and west bedroom with the bathroom, closet and former linen closet all require restoration. The kitchen had been recently and poorly re-done. I plan to combine it with the breakfast room, which has lost all original details and former laundry room/mud porch. There was an open porch at the west which was enclosed and combined into the dining room, decades ago, making way for stairs to the upstairs "family room," a space best described as strange, since it had been elevated to combine it with the original upstairs unit for a time, but which now was illegally converted to a fourth unit. The original garage at the west of the building has been mistreated and requires re-engineering, along with the upper, added, strange space.

Many restoration/rehabilitation projects remain and the assistance of Mills Act savings is greatly needed. The lower kitchen and upper and lower original baths must be re-engineered. The kitchen conversion is in the planning stages. The garage must be restructured before the area above it may be addressed.

Each original unit has a floor to ceiling window, c. 4' x 7.5,' and French doors, each c. 2' x 8,' of art glass which need extensive restoration. Many of the windows were replaced with aluminum sliders and other variants which must be replicated as original. Landscaping will be addressed through various DWP programs. The original upper unit has damage inflicted to the floors and walls by the former owner's representative, but never addressed. The crawl space and roof need attention. The building is not earthquake retrofitted.

When this building is restored/rehabilitated it will come much closer in structural integrity and historicity to the structure designed by Robert Law 89 years ago and become yet another example of preservation in the Country Club Park HPOZ.

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1107 - 1109 4th Avenue, Los Angeles, CA 90019

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☒ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Ground level area beneath southeast shed roof

Cost $ 24,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Demo illegal bath, kitchen area above ; rehabilitate east bedroom; transform into laundry/workroom w/ sheer walls; replace electric & plumbing.

☒ Maintenance ☐ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Garage & family room above garage

Cost $ 11,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Reinforce ceiling joists/vertical beams; add sheer walls,electric car outlet; create workshop. Demo interior hideous family room & connection to upper unit.

☒ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Ground level hardwood floors

Cost $ _____ (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Restore hardwood floors in living room, dining room, bedrooms.

☒ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Ground level interior surfaces

Cost $ 2,800 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Paint all interior walls and trim work.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1107 - 1109 4th Avenue, Los Angeles, CA 90019

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☒ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Landscape

Cost $9,800 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Demo non-historic aspects of east lawn; landscape utilizing drought tolerant plants & permeable surfaces; same on median strip, adding fruit trees.

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: Roof

Cost $3,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Rehabilitate tiled roof.

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Windows, east facade

Cost $2,400 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Replicate historic windows removed by former owner and re-hang.

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Exterior, family room

Cost $5,200 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Render ugly duckling created by former owners more historically accurate.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1107 - 1109 4th Avenue, Los Angeles, CA 90019

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

■ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Floor to ceiling art glass windows

Cost $7,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Restore art glass windows in lower and upper living rooms and paired art glass French doors in lower and upper units and re-hang.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: East facade steps on exterior of upper unit.

Cost $3,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Demolish unsafe east facade steps replaced by some former owner and build replication of 1920s steps.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Exterior surfaces

Cost $9,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Re-paint exterior of building in historically accurate colors.

■ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Ground level fireplace

Cost $4,200 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Replicate upper level original fireplace after demoing over-lay created by some former owner.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1107 - 1109 4th Avenue, Los Angeles, CA 90019

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Family room above garage, interior.

Cost $ 55,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: Install floor, windows, door, bathroom, walls, insulation, HVAC and stairs.

■ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Earthquake retrofitting and foundation issues

Cost $ 10,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: Seismically retrofit units.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Plumbing

Cost $ 6,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: Eliminate all galvanized plumbing.

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Kitchen: upper and lower

Cost $ 40,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2021

Description of work: Rehabilitate kitchens.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1107 - 1109 4th Avenue, Los Angeles, CA 90019

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Windows, north and south elevations.

Cost $4,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2022

Description of work: Replace aluminum windows installed by a previous owner with historically accurate replications.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Upper unit floors.

Cost $6,600 (round to nearest dollar) Contract Year of Proposed Work Completion: 2023

Description of work: Rehabilitate/restore floors in upper unit.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Upper unit, walls.

Cost $2,800 (round to nearest dollar) Contract Year of Proposed Work Completion: 2024

Description of work: Rehabilitate plaster walls and paint walls and trims.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Upper unit, floors in kirchen, breakfast room and laundry.

Cost $2,100 (round to nearest dollar) Contract Year of Proposed Work Completion: 2025

Description of work: Replace floor coverings in upper unit kitchen, breakfast room and laundry.

EXHIBIT "A"

CITY OF LOS ANGELES

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

Christopher Gary

Jasmine Andrews,
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

1262 5th Avenue, Los Angeles, CA 90019.
(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and Christopher Gary and Jasmine Andrews (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Du Soe Residence and located at the street address 1262 5th Avenue, Los Angeles, California 90019, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On August 20, 2010: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. _____ pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. 06-2368); or, (b) The Property was determined to be a Contributing Structure to the Country Club Park Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
   This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. **Renewal.**
   Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. **Standards for Historical Property.**
   During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. **Provision of Information of Compliance.**
Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. **Cancellation.**
City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. **Enforcement of Agreement**.
In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. **Binding Effect of Agreement.**
The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

8. **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.

To City:
Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:
Name: Christopher Gary and Jasmine Andrews
Address: 1262 5th Avenue
Los Angeles, CA 90019

9. **General Provisions.**
   a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: _____
Owner Signature*

Christopher Gary 5.12.15
Print Name Date

By: _____
Owner Signature*

Jasmine Andrews 5/12/15
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On May 12, 2015 before me, A. Gutierrez, a Notary Public
(insert name and title of the officer)

personally appeared Christopher Gary and Jasmine Andrews,
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)

A. GUTIERREZ
Commission # 2048298
Notary Public - California
Los Angeles County
My Comm. Expires Nov 7, 2017

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 1262 5th Avenue, Los Angeles, CA 90019

OWNER(S) OF PROPERTY: Christopher Gary and Jasmine Andrews

OWNER(S) MAILING ADDRESS: 1262 5th Avenue, Los Angeles, CA 90019

HOME TELEPHONE: _____ WORK TELEPHONE: _____

MOBILE TELEPHONE: (310) 800-7751 ALTERNATE TELEPHONE: (610) 937-2980

OWNER(S) EMAIL: christopher.gary1@gmail.com ALTERNATE EMAIL: jasminea@gmail.com

PROPERTY INFORMATION

Legal Description: TRACT: Robt Marsh & Co Country Club... BLOCK: None LOT: 87 ARB: None

Assessor Identification Number (AIN): 5081 - 013 - 019 COUNCIL DISTRICT NO.: 10

PROPERTY PURCHASE DATE: 4/16/2014 MOST RECENT ASSESSED VALUE: $925,140.00

OWNER OCCUPIED: ◉ YES ○ NO USE: ◉ SINGLE-FAMILY DWELLING ○ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ○ YES ◉ NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ◉ YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ◉ NO

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: _____

☑ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: Country Club Park HISTORIC PROPERTY NAME: Du Soe Residence

ORIGINAL CONSTRUCTION DATE: 1910 ARCHITECT(S): Philip A. Gardener, Contractor

ARCHITECTURAL STYLE: Craftsman

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

OWNER SIGNATURE	DATE	OWNER SIGNATURE	DATE
	3/16/15		3/16/15
Christopher Gary		Jasmine Andrews	
PRINT NAME		PRINT NAME	

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1262 5th Avenue, Los Angeles, CA 90019

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: East lawn

Cost $ 16,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Re-landcape rear/east lawn with drought tolerant plants.

■ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Screen doors

Cost $ 380 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Install historically accurate screen door to protect original door from weathering.

■ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Chimney

Cost $ 800 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Resealed interior chimney chamber and exterior of chimney in attic.

■ Maintenance ☐ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Direct drain

Cost $ 1,200 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Install direct drain system and re-slope ground perimeter around south &west sides of property & home with proper grade.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1262 5th Avenue, Los Angeles, CA 90019

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☒ Maintenance ☐ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: French drain

Cost $2,800 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Install French Drain system to reduce water fro running against south and west sides of property.

☒ Maintenance ☐ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Foundation

Cost $5,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Complete seismic retrofit of foundation to code.

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Exterior walls

Cost $1,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Rehabilitate/replace wooden planks that have been broken off due to weather around entire house. Rehabilitate, reseal, paint.

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Interior walls

Cost $800 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Rehabilitate, plaster and paint interior walls.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1262 5th Avenue, Los Angeles, CA 90019

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Windows

Cost $3,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Ground floor windows: Rehabilitate pulley systems within them to return to full functionality.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Roof

Cost $1,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Install proper weather drainage, adding gutters and downspouts on the south and west sides.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Exterior lighting

Cost $800 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Install adequate lighting at west facade of home.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Floors

Cost $20,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Restore ground floor hard wood planks in living room, dining room and family room.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1262 5th Avenue, Los Angeles, CA 90019

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Front & rear doors

Cost $800 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Restore hardware on exterior doors; replace locks and door casements.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Pocket doors

Cost $600 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Re-weight and correct sliding mechanism to original pocket doors.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Exterior walls

Cost $6,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2021

Description of work: Repair/repaint weathered wood along exterior of home.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Rear door

Cost $300 (round to nearest dollar) Contract Year of Proposed Work Completion: 2022

Description of work: Rehabilitate original door to re-mediate sun and weather damage.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1262 5th Avenue, Los Angeles, CA 90019

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☒ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Master bathroom

Cost $ 17,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2023

Description of work: Rehabilitate to period design to represent Arts & Crafts period.

☒ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Ground floor bathroom

Cost $ 10,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2024

Description of work: Rehabilitate to period design to represent Arts & Crafts period.

☒ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Kitchen

Cost $ 20,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2025

Description of work: Rehabilitate to period design to represent Arts & Crafts period.

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $ _____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

EXHIBIT "A"

CITY OF LOS ANGELES

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

Haddon Hall Apartments LP

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

3184 W. 8th Street, Los Angeles, CA 90005.

(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and Haddon Hall Apartments LP (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Haddon Hall and located at the street address 3184 W. 8th Street, Los Angeles, California 90005, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. **Provision of Information of Compliance.**
Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. **Cancellation.**
City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. ***Enforcement of Agreement.***
In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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

shall such terms, provisions or conditions cause them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

2 0 1 4 0 5 0 0 0 0 0 2

LP-1	Certificate of Limited Partnership (LP)

To form a limited partnership in California, you can fill out this form, and submit for filing along with:

- A **$70** filing fee.
- A separate, non-refundable **$15** service fee also must be included, if you drop off the completed form or document.

Important! *LPs in California may have to pay a minimum* $800 yearly tax to the California Franchise Tax Board. For more information, go to https://www.ftb.ca.gov.

Note: *Before submitting the completed form*, you should consult with a private attorney for advice about your specific business needs.

FILED
Secretary of State
State of California
FEB 13 2014

1 cc

This Space For Office Use Only

For questions about this form, go to *www.sos.ca.gov/business/be/filing-tips.htm.*

LP Name

① Haddon Hall Apartments, LP

Proposed LP Name

The name **must** end with: "Limited Partnership," "LP," or "L.P.," and may not contain "bank," "insurance," "trust," "trustee," "incorporated," "inc.," "corporation," or "corp." For general entity name requirements and restrictions, go to www.sos.ca.gov/business/be/name-availability.htm.

LP Addresses

② a. 11911 San Vicente Blvd, #265 | Los Angeles | CA | 90049
Initial Street Address of Designated Office in CA | *City (no abbreviations)* | *State* | *Zip*

b. _____
Initial Mailing Address of LP, if different from 2a | *City (no abbreviations)* | *State* | *Zip*

Service of Process (List a California resident or an active 1505 corporation in California that agrees to be your initial agent to accept service of process in case your LP is sued. You may list any adult who lives in California. You may **not** list an LP as the agent. Do **not** list an address if the agent is a 1505 corporation.)

③ a. Daniel Tenenbaum
Agent's Name

b. 11911 San Vicente Blvd, #265 | Los Angeles | CA | 90049
*Agent's Street Address (if agent is **not** a corporation)* | *City (no abbreviations)* | *State* | *Zip*

General Partners (List the name and address of each general partner. Attach additional pages, if necessary.)

④ a. Villa Toscana Management, LLC, 11911 San Vicente Blvd, #265, Los Angeles, CA 90049
General Partner's Name | *Address* | *City (no abbreviations)* | *State* | *Zip*

b. _____
General Partner's Name | *Address* | *City (no abbreviations)* | *State* | *Zip*

Read and sign below: This form must be signed by all of the general partners listed in Item 4. If a trust, association, attorney-in-fact, or any other person is signing, go to www.sos.ca.gov/business/be/filing-tips.htm for more information. If you need more space, attach extra pages that are 1-sided and on standard letter-sized paper (8 1/2" x 11"). All attachments are part of this certificate. Signing this document affirms under penalty of perjury that the stated facts are true.

▶ _____
General Partner - Sign here
Daniel Tenenbaum

Daniel Tenenbaum, Member of Villa Toscana Management, LLC, its general partner
Print your name here

▶ _____
General Partner - Sign here

Print your name here

Make check/money order payable to: **Secretary of State**	***By Mail***	***Drop-Off***
Upon filing, we will return one (1) uncertified copy of your filed document for free, and will certify the copy upon request and payment of a $5 certification fee.	Secretary of State Business Entities, P.O. Box 944225 Sacramento, CA 94244-2250	Secretary of State 1500 11th Street., 3rd Floor Sacramento, CA 95814

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On May 7th 2015 before me, Yelena Osadchaya Notary Public
(insert name and title of the officer)

personally appeared Daniel Tenenbaum,
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.

YELENA OSADCHAYA
Commission # 1986662
Notary Public - California
Los Angeles County
My Comm. Expires Aug 26, 2016

WITNESS my hand and official seal.

Signature _____ (Seal)

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 3184 W. 8th Street, Los Angeles, CA 90005

OWNER(S) OF PROPERTY: Haddon Hall Apartments LP

OWNER(S) MAILING ADDRESS: 11911 San Vicente Blvd. #265, Los Angeles 90049

HOME TELEPHONE: _____ WORK TELEPHONE: (310) 826-7736

MOBILE TELEPHONE: (310) 877-5651 ALTERNATE TELEPHONE: _____

OWNER(S) EMAIL: dan@pcrapts.com ALTERNATE EMAIL: _____

PROPERTY INFORMATION

Legal Description: TRACT: TR 2140 BLOCK: None LOT: FR 72 ARB: None

Assessor Identification Number (AIN): 509 - 401 - 601 COUNCIL DISTRICT NO.: 10

PROPERTY PURCHASE DATE: 4/1/2014 MOST RECENT ASSESSED VALUE: $5,399,053.00

OWNER OCCUPIED: ○ YES ◉ NO USE: ○ SINGLE-FAMILY DWELLING ◉ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ◉ YES ○ NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ◉ YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ◉ NO

HISTORICAL SIGNIFICANCE

☑ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: Haddon Hall

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1926 ARCHITECT(S): S. Charles Lee

ARCHITECTURAL STYLE: Late Gothic Revival

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

_____ 3/25/15 _____ _____

OWNER SIGNATURE Manager of General Partner. DATE OWNER SIGNATURE DATE

Daniel Tenenbaum _____

PRINT NAME PRINT NAME

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 3184 W. 8th Street, Los Angeles, CA 90005

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Exterior elevations

Cost $ 113,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Clean brick cladding on all elevations using gentlest means possible; repaint

---

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Cast stone elements and door surrounds

Cost $ 16,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Remove paint, patch, and repair; replace missing pieces

---

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Infilled windows

Cost $ 20,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2023

Description of work: Find more appropriate/less visually intrusive covering, possibly spandrel glass

---

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Leaded glass windows at lobby and manager's unit

Cost $ 5,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: Repair and rebuilding of panes (use Judson studios)

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 3184 W. 8th Street, Los Angeles, CA 90005

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Retail Storefronts

Cost $5,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Expose transoms in stores

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Retail signage

Cost $1,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Develop signage guidelines to ensure visibility of exposed transoms

■ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Wood frame windows

Cost $40,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Paint, maintain operability

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Front door at lobby

Cost $5,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Replace with more compatible design, referencing historic

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 3184 W. 8th Street, Los Angeles, CA 90005

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Finials on roof

Cost $ 2,000-7,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2025

Description of work: Replace with substitute material

■ Maintenance ■ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: Roof sheathing

Cost $ 42,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: New roof installed at flat sections; repair/replacement of slate tile as necessary/new mastic on sloping sections

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☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: Satellite dishes

Cost $ 1,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Remove non-functional and eliminate possibility of installation for future tenants

---

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: Parapet

Cost $ 7,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2025

Description of work: Repair cracks

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 3184 W. 8th Street, Los Angeles, CA 90005

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☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Skylights

Cost $3,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2025

Description of work: Repair- replace glazing and damaged frames

---

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Gutters and downspouts

Cost $32,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2025

Description of work: Repair or replace in kind

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: Entry courtyard

Cost $2,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Prepare a landscape and hardscape plan that reflects the early character of the courtyard.

■ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Fire-life, safety

Cost $2,354 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Repaired fire alarm system and repaired/replaced extinguishers

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EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 3184 W. 8th Street, Los Angeles, CA 90005

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☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Electrical

Cost $ 100,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2025

Description of work: Upgrade entire building, new service to units

---

☒ Maintenance ☐ Rehabilitation/Restoration ☒ Completed ☒ Proposed

Building Feature: Plumbing

Cost $ 174,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Done 20% of building. Replacement will be gradual. From galvanized to copper supply. Waste as needed.

☒ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: HVAC

Cost $ 150,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2025

Description of work: Use wall-mounted, ventless heaters; Heaters in units- change to not through-wall as units turn; Patch through-wall vents as units turn

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☒ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☒ Proposed

Building Feature: Elevator

Cost $ 126,950 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Cab restoration; Buttons repair; Replace/update mechanical system

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EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 3184 W. 8th Street, Los Angeles, CA 90005

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☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $ _____ (round to nearest dollar) Contract Year of Proposed Work Completion: ____

Description of work: _____

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: Corridors and stairs

Cost $73,256 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Exposed pipes painted ceiling color to minimize visual impact; new carpet, numbers on doors; remove telephone wires; refinish plaster

---

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: Apartment units

Cost $25,000+ (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: retain existing radiators; new lights, paint, and sink system; maintain operability of wood windows

---

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: Apartment units

Cost $25,000+ (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Bathroom tile, tub, shower, refinished, flooring restored or replaced

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EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 3184 W. 8th Street, Los Angeles, CA 90005

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☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Lobby floor

Cost $ 10,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2025

Description of work: Restoration using materials harvested from existing in other areas (as available)

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Lobby ceiling

Cost $ 75,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2025

Description of work: Conserve decorative painted sections, clean, and fill "white spaces"

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Lobby key desk

Cost $ 5,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2025

Description of work: Re-establish key desk opening with clear glass infill; Restore wood built-in furniture at key desk; Open historic safe

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Mailboxes

Cost $ 3,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Replace mailboxes to be more in character with the design of the lobby

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 3184 W. 8th Street, Los Angeles, CA 90005

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☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Retail interiors

Cost $ 10,000+ (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Remove drop ceiling; Restore rope pattern crown molding in store interiors (where existing); Replace security gates as needed

■ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Retail interiors

Cost $ 20,000+ (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Retain and repair wood storefronts, and transom windows. Note: doors may be replaced to meet tenant needs.

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $ _____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $ _____ (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: _____

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 3180-3188 W. 8th Street

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Windows

Cost $8,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Replace incompatible aluminum windows with wood windows

---

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Residential Interiors

Cost $5,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Create tenant improvement guidelines for retail shops to educate tenants on how to improve the space according to the Secretary of the Interior's Standards

---

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature:

Cost $5,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Create apartment rehabilitation guidelines to ensure that apartment turnover occurs according to the Secretary of the Interior's Standards

---

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Historic Hardware

Cost $1000/apt. (round to nearest dollar) Contract Year of Proposed Work Completion: 2021

Description of work: Ensure that historic hardware is not painted over and paint removal from these features is a clear aspect of the apartment rehabilitation guidelines.

EXHIBIT "A"

CITY OF LOS ANGELES

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

Marcus R. Pigrom

Amy McNamara,

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

859 West 13th Street, Los Angeles, CA 90731.

(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and Marcus R. Pigrom and Amy McNamara (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) *California Government Code Sections* 50280, *et seq.* authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the James H. Dodson Residence and located at the street address 859 W. 13th Street, Los Angeles, California 90731, (*hereinafter such property shall be referred to as the* "Property"). *A legal description of the* Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On August 17, 1975: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. 147 pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. _____-_____); or, (b) The Property was determined to be a Contributing Structure to the _____ Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
   This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. **Renewal.**
   Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. **Standards for Historical Property.**
   During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. **Provision of Information of Compliance.**
Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. **Cancellation.**
City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. **Enforcement of Agreement**.
In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. **Binding Effect of Agreement.**
The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

8. **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.

To City:
Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:
Name: Marcus R. Pigrom and Amy McNamara
Address: 859 West 13th Street
Los Angeles. CA 90731

9. **General Provisions.**
a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: _____
Owner Signature*

Marcus R. Pigrom 5/18/15
Print Name Date

By: _____
Owner Signature*

Amy McNamara 5/18/15
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On 5-18-2015 before me, Debra K Protho, Notary Public
(insert name and title of the officer)

personally appeared Marcus R Pigrom and Amy McNamara,
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.

DEBRA K. PROTHO
COMM. #2024032
Notary Public-California
LOS ANGELES COUNTY
My Comm. Exp. JUNE 7, 2017

Signature Debra K Protho (Seal)

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 859 West 13th Street, San Pedro, Los Angeles. CA 90731

OWNER(S) OF PROPERTY: Marcus R. Pigrom and Amy McNamara

OWNER(S) MAILING ADDRESS: 859 West 13th Street, San Pedro, Los Angeles. CA 90731

HOME TELEPHONE: _____ WORK TELEPHONE: (310) 216-1400

MOBILE TELEPHONE: (714) 293-9121 ALTERNATE TELEPHONE: (408) 513-4238

OWNER(S) EMAIL: MPigrom@dmavalue.com ALTERNATE EMAIL: butterflys269@yahoo.com

PROPERTY INFORMATION

Legal Description: TRACT: Subdivision Lot "M" of original... BLOCK: None LOT: PT III ARB: 2

Assessor Identification Number (AIN): 7454 - 023 - 001 COUNCIL DISTRICT NO.: 15

PROPERTY PURCHASE DATE: 8/19/2014 MOST RECENT ASSESSED VALUE: $693,132.00

OWNER OCCUPIED: ◉ YES ○ NO USE: ◉ SINGLE-FAMILY DWELLING ○ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ○ YES ◉ NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ◉ YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ◉ NO

HISTORICAL SIGNIFICANCE

☑ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: 147 HCM NAME: James H. Dodson Residence

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: _____ ARCHITECT(S): _____

ARCHITECTURAL STYLE: _____

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

OWNER SIGNATURE	DATE	OWNER SIGNATURE	DATE
[signature]	3/17/15	Amy McNamara	3/17/15
Marcus R. Pigrom		Amy McNamara	
PRINT NAME		PRINT NAME	

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 859 West 13th Street, San Pedro, Los Angeles, CA 90731

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☒ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Plumbing

Cost $ 500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Removed non-utilized vertical plumbing pipe from roof which was creating interior damage.

☒ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Ceiling/drywall

Cost $ 550 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Patch ceiling/drywalled walls where leaking.

☒ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Doors/windows

Cost $ 450 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Re-fit two doors and two windows, due to settling of home.

☒ Maintenance ☐ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Window dressing

Cost $ 1,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Install window dressing at all windows.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

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Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

■ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Building support piers/earthquake reinforcement

Cost $8,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Repair/replicate support piers beneath house and earthquake reinforce.

■ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Southwest porch door

Cost $1,200 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Replicate Victorian style porch door to replace ill-fitting door because of settling.

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Chimney

Cost $3,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Line chimney with 3 flues to prevent water intrusion into mortar.

■ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Second level sub-floor/hardwood floor

Cost $15,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: Replace sub-floor and hardwood floor which are too badly deteriorated to do otherwise.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 859 West 13th Street, San Pedro, Los Angeles, CA 90731

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Second level balconies

Cost $3,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Rehabilitate deteriorated second floor balconies.

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Electric panel

Cost $3,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2021

Description of work: Upgrade electric panel to meet increased needs. Currenty 100 amps-120/240 v.

■ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Roof

Cost $1,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2022

Description of work: Replace many shingles damaged by formerly overgrown trees.

■ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Roof

Cost $1,200 (round to nearest dollar) Contract Year of Proposed Work Completion: 2023

Description of work: Substandard mastic and exposed flashing must be rehabilitated.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 859 West 13th Street, San Pedro, Los Angeles, CA 90731

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☒ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Property fence

Cost $5,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2024

Description of work: Rehabilitation of property fence that, while not original, has taken on significance because of its age.

☒ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Oak tree

Cost $2,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2025

Description of work: Removal of severely leaning--toward National Guard property--Oak tree and replacement with same species, reduced size.

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $_____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $_____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

EXHIBIT "A"

CITY OF LOS ANGELES

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

JUSTIN AMES NOWELL

IVY C. POCHODA,

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

2908 W. 15TH STREET.

(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and JUSTIN AMES NOWELL & IVY C. POCHODA (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the C. GAYLORD RESIDENCE and located at the street address 2908 W. 15TH STREET, Los Angeles, California 90006, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On N/A, N/A: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. N/A pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. N/A-N/A); or, (b) The Property was determined to be a Contributing Structure to the HARVARD HEIGHTS Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
   This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. **Renewal.**
   Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. **Standards for Historical Property.**
   During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. **Provision of Information of Compliance.**
Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. **Cancellation.**
City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. **Enforcement of Agreement**.
In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. **Binding Effect of Agreement.**
The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

8. **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.

To City:
Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:
Name JUSTIN AMES NOWELL & IVY C. POCHODA
Address 2908 W. 15TH STREET
LOS ANGELES, CA 90006

9. **General Provisions.**
   a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: Justin Ames Nowell
Owner Signature*

JUSTIN AMES NOWELL 5/18/2015
Print Name Date

By: JUSTIN AMES NOWELL
Owner Signature*

IVY C. POCHODA 5/18/2015
Print Name Date

By: Ivy C Pochoda
Owner Signature*

Ivy C POCHODA 5/18/2015
Print Name Date

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On 5/18/2015 before me, Robin Windom, Notary Public
(insert name and title of the officer)

personally appeared Justin AMES Nowell,
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.

ROBIN WINDOM
Commission # 2047389
Notary Public - California
Los Angeles County
My Comm. Expires Nov 25, 2017

WITNESS my hand and official seal.

Signature _____ **(Seal)**

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On 5/18/2015 before me, Robin Windom, Notary Public
(insert name and title of the officer)

personally appeared Ivy C. Pochoda,
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.

ROBIN WINDOM
Commission # 2047389
Notary Public - California
Los Angeles County
My Comm. Expires Nov 25, 2017

Signature _____ **(Seal)**

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 2908 W. 15th Street Los Angeles, CA 90006

OWNER(S) OF PROPERTY: Ivy C. Pachoda and Justin A Nowell

OWNER(S) MAILING ADDRESS: 2908 W. 15th Street Los angeles, CA 90006

HOME TELEPHONE: (347) 404-2658 WORK TELEPHONE: (347) 404-2658

MOBILE TELEPHONE: (347) 404-2658 ALTERNATE TELEPHONE: (645) 251-1066

OWNER(S) EMAIL: ivyclaire@gmail.com ALTERNATE EMAIL: Nowell.justin@gmail.com

PROPERTY INFORMATION

Legal Description: TRACT: Harvard Heights BLOCK: D LOT: 7 ARB: NONE

Assessor Identification Number (AIN): 5074 - 010 - 007 COUNCIL DISTRICT NO.: 10

PROPERTY PURCHASE DATE: 8/22/2014 MOST RECENT ASSESSED VALUE: $10,483.74

OWNER OCCUPIED: • YES NO USE: • SINGLE-FAMILY DWELLING MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? YES • NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? • YES NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? YES • NO

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: _____

☒ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: Harvard Heights HISTORIC PROPERTY NAME: Cass Gaylord Residence

ORIGINAL CONSTRUCTION DATE: 1907 ARCHITECT(S): Unknown

ARCHITECTURAL STYLE: Craftsman/American Foursquare

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

3/30/15 3/30/15

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

JUSTIN NOWELL IVY POCHODA

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 2908 W. 15th Street, Los Angeles, CA 90006

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Infrastructure

Cost $61,206.00 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: New electrical and plumbing throughout

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Front porch and windows

Cost $18,830.00 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Removal of front porch enclosure to restore original porch and new window screens

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Kitchen and bathrooms

Cost $35,071.00 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Updated kitchen and bathrooms

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Foundation

Cost $28,400.00 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Bolting for earthquake protection

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 2908 W. 15th Street, Los Angeles, CA 90006

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Exterior--Phase 1

Cost $ 30,125.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: site demolition, debris removal, new fencing

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Exterior--Phase 2

Cost $ 29,050.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: New entry walkway, low retaining wall using bricks to match residence, new driveway and side yard gates, and landscape lighting

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Exterior--Phase 3

Cost $ 8,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: New irrigation with water-saving system for front and rear gardens

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: Exterior--Phase 3 (B)

Cost $ 12,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: New driveway using permeable materials

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 2908 W. 15th Street, Los Angeles, CA 90006

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Landscaping

Cost $ 19,400.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Plants and planting materials, vegetable garden boxes, decorative water feature (includes labor)

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: New rear patio off kitchen

Cost $ 11,800.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Architectural/engineering fees, permit fees, labor and materials

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☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: HVAC compressor

Cost $ 4,500.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Attach to existing ductwork

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: plaster basement walls and install handrail on stairs

Cost $ 2,500.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: remove broken and aged plaster, install sheet rock, plaster, sand, paint and design, build, and install handrail

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EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 2908 W. 15th Street, Los Angeles, CA 90006

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Repair brick work around front porch

Cost $ 9360.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Rake and point with a 3-1 mix of sand and cement approx 187 sq ft of brickwork rake out joints around damaged bricks ,remove, replace with match

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Remove paint from stairs and main porch landing

Cost $ 2690 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: labour and materials to perform above work

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Chimney repair

Cost $ 10,080.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: clean debris, rebuild to original height (approx. 6 ft add'l), rake, point, repair as necessary

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: lScaffolding--install and take down, clean up

Cost $ 3740.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work:

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 2908 W. 15th Street, Los Angeles, CA 90006

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☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Complete repair and cleaning of woodwork throughout

Cost $1,500.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Sections where paint is still on wood, clean, gently sand, match stain if necessary, fill cracks and seal

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☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: refinish floors

Cost $5,.000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2025

Description of work: sand finish, clean, stain, refinish

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: _____

Cost $_____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: _____

Cost $_____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

EXHIBIT "A"

CITY OF LOS ANGELES

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

EXHIBIT "B"

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

Koi Pond, LLC, (being)

Jeremey Daniels Stock and Chris Mitchell

(along with) Sharon Carz and Richard Crowley

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

1431-33 W. 24th Street.

(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and
Koi Pond, LLC (hereinafter referred to as the "Owner").
PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Galbreth Flats and located at the street address 1431-33 W. 24th Street, Los Angeles, California 90007, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On July 5, 2000 : (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. N/A pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. 00-1130); or, (b) The Property was determined to be a Contributing Structure to the Adams-Normandie Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
   This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. **Renewal.**
   Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. **Standards for Historical Property.**
   During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior, to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. **Provision of Information of Compliance.**
Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. **Cancellation.**
City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. **Enforcement of Agreement.**
In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

8. Binding Effect of Agreement.

The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

9. 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.

To City: Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner: Name Koi Pond, LLC

Address 23 Georgeff Road

Rolling Hills, CA 90274-5271

9. General Provisions.

a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees

Owner agrees to pay any such fees associated with the administration of the agreement, as long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: _____ 5/18/15
Owner Signature*

Jeremy Daniels Stock
Print Name Date

By: _____ 5/19/15
Owner Signature*

Chris Mitchell
Print Name Date

By: _____ 5/18/15
Owner Signature*

Sharon Carz
Print Name Date

By: _____ 5/18/15
Owner Signature*

Richard Crowley
Print Name Date

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract an Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On 5/18/15 before me, Carmela Orti, Notary Public.
(insert name and title of the officer)

personally appeared Richard Crowley, Christopher Mitchell, Shawn Cruz & Jeremy D. Stock
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.

CARMELA ORTI
COMM. #1953428
Notary Public - California
Los Angeles County
My Comm. Expires Sep. 23, 2015

NRO1 NRO1

Signature _____ (Seal)

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 1431 W. 24th Street, Los Angeles, CA 90007

OWNER(S) OF PROPERTY: Koi Pond, a CA Corporation

OWNER(S) MAILING ADDRESS: 23 Georgeff Road, Rolling Hills, CA 90274-5271

HOME TELEPHONE: _____ WORK TELEPHONE: (310) 213-9668

MOBILE TELEPHONE: (310) 213-9668 ALTERNATE TELEPHONE: (818) 974-5341

OWNER(S) EMAIL: cm.confidential@yahoo.com ALTERNATE EMAIL: ds5wizard@msn.com

PROPERTY INFORMATION

Legal Description: TRACT: T. Widd's Subdivision BLOCK: N/A LOT: S 1/2 of 6 ARB: 1

Assessor Identification Number (AIN): 5054 - 025 - 017 COUNCIL DISTRICT NO.: 8

PROPERTY PURCHASE DATE: 2/11/2015 MOST RECENT ASSESSED VALUE: $540,000.00

OWNER OCCUPIED: ○ YES ◉ NO USE: ○ SINGLE-FAMILY DWELLING ◉ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ◉ YES ○ NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ◉ YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ◉ NO

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: _____

☑ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: Adams-Normandie HISTORIC PROPERTY NAME: Galbreth Flats

ORIGINAL CONSTRUCTION DATE: 1913 ARCHITECT(S): D. J. Thomas

ARCHITECTURAL STYLE: Craftsman

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Chris Mitchell Digitally signed by Chris Mitchell DN: cn=Chris Mitchell, o, ou, email=mitchell_chris@shcglobal.net, c=US Date: 2015.03.26 07:20:06 -07'00' 3/20/15

OWNER SIGNATURE DATE

Chris Mitchell

PRINT NAME

Jeremy Daniels-Stock Digitally signed by Jeremy Daniels-Stock DN: cn=Jeremy Daniels-Stock, o, ou, email=ds5wizard@msn.com, c=US Date: 2015.03.26 07:20:28 -07'00' 3/20/15

OWNER SIGNATURE DATE

Jeremy Daniels-Stock

PRINT NAME

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1431-33 W. 24th Street, Los Angeles, CA 90007

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Demolition

Cost $6,200.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Remove all carpeting, floors from bathrooms, all bathroom fixtures, tile from bathroom walls. None of the demolished portions were from a historic period.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: First floor bathrooms

Cost $1,400.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Reframe bathrooms closer to original configuration.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Water heaters and pipes.

Cost $1,400.00 (round to nearest dollar) Contract Year of Proposed Work Completion:

Description of work: Remove water heaters and old water and drainage lines form building.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Bathroom rough plumbing plumbing.

Cost $14,800.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Install new water and drainage lines in all eight bathrooms.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1431-33 W. 24th Street, Los Angeles, CA 90007

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Kitchen rough plumbing

Cost $3,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Install new water lines for four kitchens.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Bathrooms finish plumbing

Cost $7,600.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Parts and labor to install new shower heads, toilets, sinks steel bathtubs and faucets in 8 bathrooms.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Water heaters

Cost $6,710.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Install four new tankless water heaters

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Electrical

Cost $30,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Rewire all electrical for entire building

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1431-33 W. 24th Street, Los Angeles, CA 90007

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Windows

Cost $ $35,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Install 42 new double hung wooden windows to replace current inappropriate replacement windows.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Drywall

Cost $ 10,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Repair and patch damaged drywall and also any holes made for electrical and plumbing work.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Insulation

Cost $ 9,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Install R-30 insulation in attic and exterior walls.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Bathroom tile work

Cost $ 15,400.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Install new shower and flooring tile in 8 bathrooms.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1431-33 W. 24th Street, Los Angeles, CA 90007

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Siding

Cost $28,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Install new shingles at second floor level and clapboard siding at first floor level to replace exterior shingles and siding that was previously removed.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Exterior paint

Cost $10,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Repaint exterior walls.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Exterior trim

Cost $4,500.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Paint exterior of windows and trim.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature:

Cost $_____ (round to nearest dollar) Contract Year of Proposed Work Completion: ~~2015~~

Description of work:

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

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☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Interior paint

Cost $8,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Repaint all interiors..

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: HVAC

Cost $40,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Install new HVAC.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Flooring

Cost $7,127.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Install new flooring as needed.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Doors

Cost $4,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Install new doors as needed.

EXHIBIT "A"

CITY OF LOS ANGELES

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☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Interior woodwork

Cost $5,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Restore existing interior woodwork..

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Perimeter fence

Cost $6,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Remove damaged chain link and install wrought iron security fence and handrail.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Lighting.

Cost $2,500.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Install vintage style lighting.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Front doors

Cost $4,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Install four vintage front doors.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1431-33 W. 24th Street, Los Angeles, CA 90007

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☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Roof

Cost $15,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Install new roof.

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: Insurance

Cost $2,425.00 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Annual property insurance premium.

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: DWP

Cost $400.00 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Average bi-monthly DWP payment.

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: Gas

Cost $105.00 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Average monthly gas billing.

EXHIBIT "A"

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

EXHIBIT "B"

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

Jason Torreano and Leah Katz

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

2255 West 25th Street Los Angeles CA 90018.

(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and Jason Torreano and Leah Katz (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the George M. Asher House and located at the street address 2255 West 25th Street, Los Angeles, California 90018, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On December 2, 2003: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. _____ pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. _____-_____); or, (b) The Property was determined to be a Contributing Structure to the West Adams Terrace Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
   This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. **Renewal.**
   Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. **Standards for Historical Property.**
   During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. **Provision of Information of Compliance.**
Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. **Cancellation.**
City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. **Enforcement of Agreement**.
In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. **Binding Effect of Agreement.**
The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

8. **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.

To City:
Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:
Name: Jason Torreano and Leah Katz
Address: 2255 West 25th Street
Los Angeles, CA 90018

9. **General Provisions.**
a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: _____ 5/19/2015
Owner Signature*

Jason Torreano
Print Name Date

By: _____ 5/19/2015
Owner Signature*

Leah Katz
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

State of California
County of Los Angeles)

On 05/19/2015 before me, Seung H. Kim (a notary public)
(insert name and title of the officer)

personally appeared Jason Torreano and Leah Katz,
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 _____

SEUNG H. KIM
COMM. #2017595
NOTARY PUBLIC • CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires APR 5 2017

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 2255 West 25th Street Los Angeles, CA 90018

OWNER(S) OF PROPERTY: Jason Torreano and Leah Katz

OWNER(S) MAILING ADDRESS: 2255 West 25th Street Los Angeles CA 90018

HOME TELEPHONE: _____ WORK TELEPHONE: _____

MOBILE TELEPHONE: (818) 822-8101 ALTERNATE TELEPHONE: (323) 646-4809

OWNER(S) EMAIL: torreanoj@mac.com ALTERNATE EMAIL: katzviola@gmail.com

PROPERTY INFORMATION

Legal Description: TRACT: Kinney Heights Tract BLOCK: 3 LOT: 18 ARB: none

Assessor Identification Number (AIN): 5058 - 003 - 014 COUNCIL DISTRICT NO.: 10

PROPERTY PURCHASE DATE: 1/18/2011 MOST RECENT ASSESSED VALUE: $574,817.00

OWNER OCCUPIED: (•) YES ( ) NO USE: (•) SINGLE-FAMILY DWELLING ( ) MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? (•) YES ( ) NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? (•) YES ( ) NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ( ) YES (•) NO

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: _____

☒ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: West Adams Terrace HISTORIC PROPERTY NAME: George M. Asher Residence

ORIGINAL CONSTRUCTION DATE: 1904 ARCHITECT(S): John C. Austin

ARCHITECTURAL STYLE: Craftsman

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Jason Torreano 3/30/15 Leah Katz 3/30/15

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Jason Torreano Leah Katz

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 2255 West 25th Street, Los Angeles CA 90018 (page 1)

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☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Exterior

Cost $2,800 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Replace missing window, door and general house moldings on exterior of house and barn, utilizing custom milled moldings to match the original. (YR 0)

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Exterior

Cost $1,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Replace missing or broken siding on house and barn to match original. (YR 0)

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Exterior - porch

Cost $3,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Properly remove paint from the brick columns and walls of the front porch. Repair mortar as needed. (YR 0)

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Exterior

Cost $2,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Properly remove stucco from the exterior of the exposed parts of foundation in order to reveal the original brick. Repair mortar as needed. (YR 0)

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 2255 West 25th Street, Los Angeles CA 90018 (page 2)

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Exterior

Cost $25,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Paint exterior of house and barn (YR 0)

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Exterior - gutters

Cost $5,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Install custom downspouts, leader heads and brackets to match original (YR 1)

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Exterior - porch

Cost $3,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2021

Description of work: Repair the concrete floor of the front porch (YR 6)

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Chimney

Cost $20,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2025

Description of work: Repair and restore two fireplaces and one chimney (YR 9)

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 2255 West 25th Street, Los Angeles CA 90018 (page 3)

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Landscape

Cost $6,300 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Prepare landscape design. (YR 0)

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Landscape

Cost $10,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Implement water capturing system to supply plants. (YR 4)

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Landscape

Cost $10,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Remove asphalt from backyard that was installed previously to extend driveway and parking area. (YR 4)

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Landscape

Cost $20,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Replace non-original concrete driveway because of excessive cracks and deterioration (YR 4)

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 2255 West 25th Street, Los Angeles CA 90018 (page 4)

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Landscape

Cost $ 10,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Re-grade driveway and backyard to improve drainage and capture rain water for irrigation. (YR 4)

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Landscape

Cost $ 8,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Replace concrete walkways in front of house to match original. (YR 4)

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Landscape

Cost $ 5,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Remove all grass in front and backyard (YR 4)

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Landscape

Cost $ 50,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2021

Description of work: Install drought-resistant landscaping & irrigation in front and backyard. Cost will vary with plant selection and current watering regulations. (YR 5)

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 2255 West 25th Street, Los Angeles CA 90018 (page 5)

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Basement

Cost $5,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2023

Description of work: Install moisture reduction system in basement. (YR 7)

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Basement

Cost $5,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2024

Description of work: Repair interior brick walls of basement. (YR 8)

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Hardware - interior

Cost $1,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2023

Description of work: Refinish the original interior cast iron heating/AC grills and registers and install. (YR 7)

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Barn/Recreation Room

Cost $7,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2025

Description of work: Further rehab and upgrades. (YR 9)

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

DEPARTMENT OF
CITY PLANNING

CITY PLANNING COMMISSION

DAVID H. J. AMBROZ
PRESIDENT

RENEE DAKE WILSON
VICE-PRESIDENT

ROBERT L. AHN
MARIA CABILDO
CAROLINE CHOE
RICHARD KATZ
JOHN W. MACK
DANA M. PERLMAN
MARTA SEGURA

JAMES K. WILLIAMS
COMMISSION EXECUTIVE ASSISTANT II
(213) 978-1300

CITY OF LOS ANGELES
CALIFORNIA

ERIC GARCETTI
MAYOR

EXECUTIVE OFFICES
200 N. SPRING STREET, ROOM 525
LOS ANGELES, CA 90012-4801

MICHAEL J. LOGRANDE
DIRECTOR
(213) 978-1271

LISA M. WEBBER, AICP
DEPUTY DIRECTOR
(213) 978-1274

JAN ZATORSKI
DEPUTY DIRECTOR
(213) 978-1273

FAX: (213) 978-1275

INFORMATION
http://planning.lacity.org

June 2, 2015

Robert Jay Chattel, AIA, President
Chattel, Inc.
13417 Ventura Blvd.
Sherman Oaks, CA 91423

RE: NOTICE TO PROCEED TO COMPLETE MILLS ACT HISTORICAL PROPERTY CONTRACT PROGRAM

Dear Robert:

The City of Los Angeles Department of City Planning selected your firm to complete the Mills Act Historical Property Contract Program, per the terms of your Contract No. 124493 and your bid response dated April 27, 2015.

The contract Scope of Work includes the following tasks and costs:

TASK	DELIVERABLE	BUDGET
1. Establish Methodology	Final Methodology Report created in collaboration with the Office of Historic Resources	$5,250
2-4. Inspections • Schedule • Conduct • Prepare Reports	Final inspection reports for the 33 selected contracts in the Mills Act Program.	$750 per contract (33 total contracts)
TOTAL		$30,000

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

Ronald Julien Hernandez

Willie Ray Lewis, Jr.,

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

2103 West 28th Street.

(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and Ronald Julien Hernandez, Willie Ray Lewis, Jr. (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Contributing Property and located at the street address 2103 West 28th Street, Los Angeles, California 90018, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On N/A, N/A: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. N/A pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. N/A-N/A); or, (b) The Property was determined to be a Contributing Structure to the N/A Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
   This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. **Renewal.**
   Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. **Standards for Historical Property.**
   During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. **Provision of Information of Compliance.**
Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. **Cancellation.**
City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. **Enforcement of Agreement**.
In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. Binding Effect of Agreement.

The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

8. 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.

To City:

Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:

Name: Ronald Julien Hernandez, Willie Ray Lewis, Jr.

Address: 2103 West 28th Street Los Angeles, CA 90018

9. General Provisions.

a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: _____
Owner Signature*

Ronald Julien Hernandez 5/19/15
Print Name Date

By: _____
Owner Signature*

Willie Ray Lewis, Jr. 5/19/15
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On 5-20-2015 before me, Freddie Moore Notary Public
(insert name and title of the officer)

personally appeared Willie Raymond Jr — Ronald Julian Hernandez,
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.

FREDDIE MOORE
Commission # 2000000
Notary Public - California
Los Angeles County
My Comm. Expires Feb 28, 2018

WITNESS my hand and official seal.

Signature _____ **(Seal)**

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 2103 W 28th Street Los Angeles, CA 90018

OWNER(S) OF PROPERTY: Ronald Julien Hernandez, Willie Ray Lewis, Jr.

OWNER(S) MAILING ADDRESS: 2103 W 28th Street Los Angeles, CA 90018

HOME TELEPHONE: 323-574-2551 WORK TELEPHONE: 323-243-1704

MOBILE TELEPHONE: _____ ALTERNATE TELEPHONE: _____

OWNER(S) EMAIL: julien.hernandez@hotmail.com ALTERNATE EMAIL: willieraylewis@hotmail.com

PROPERTY INFORMATION

Legal Description: TRACT: West Adams & Western Ave BLOCK: 5 LOT: 14 ARB: _____

Assessor Identification Number (AIN): 5052 - 29 - 35 COUNCIL DISTRICT NO.: 10

PROPERTY PURCHASE DATE: 3/10/2015 MOST RECENT ASSESSED VALUE: 450,000

OWNER OCCUPIED: ● YES NO USE: ● SINGLE-FAMILY DWELLING MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? YES ● NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ● YES NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? YES ● NO

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: _____

☑ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: Jefferson Park HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1908 ARCHITECT(S): Frank M. Tyler

ARCHITECTURAL STYLE: Craftsman

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

OWNER SIGNATURE	DATE	OWNER SIGNATURE	DATE
Willie Ray Lewis, Jr.	4/19/15	Ronald Julien Hernandez	4/19/15
PRINT NAME		PRINT NAME	

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 2103 W 28th Street Los Angeles, CA 90018

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☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Foundation, Main House

Cost $ 40,400 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Replace failing brick and mortar foundation with seismic retrofitted foundation of ~~today's standards.~~

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Electrical System, Main House

Cost $ 5,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Replace knob and tube wiring 40 amp service to 200 amp service compatible ~~with today's safety standards. Current knob and tube wiring is wrapped in~~ insulation and poses a fire hazard.

■ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Plumbing System, Main House

Cost $ 6,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Repair pipes, replace inappropriate pipe sizes, repair deteriorating toilet vent. ~~Repair sewer lines which are cracked and leaking.~~

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Exterior, Main House

Cost $ 8,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Repair wood siding, paint, and repair termite-damaged areas.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 2103 W 28th Street Los Angeles, CA 90018

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☒ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Interior Floors, Main House

Cost $ 11,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Restore floors to their original and intended condition.

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Roof, Main House

Cost $ 13,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Repair and maintenance of roof and drainage.

☒ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Garage

Cost $ 8,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: Refurbish/repair doors, ceiling, roof and structural integrity.

☒ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Chimney

Cost $ 16,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Repair failing and deteriorating Chimney

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EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 2103 W 28th Street Los Angeles, CA 90018

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Front Exterior, Main House

Cost $ 4,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Repair Klinker brick posts on front and side exterior of home.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Windows, Main House

Cost $ 7,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2021

Description of work: Repair or replace current windows to craftsman style.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Front Porch

Cost $ 6,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2022

Description of work: Rehabilitate failing front porch, termite damage and foundation

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☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Addition

Cost $ 38,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2024

Description of work: Repair and rehabilitate 300 foot permitted back house addition and foundation.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 2103 W 28th Street Los Angeles, CA 90018

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Roof

Cost $ 13,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2025

Description of work: Maintanence of Roof

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $ _____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $ _____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $ _____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

EXHIBIT "A"

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

EXHIBIT "B"

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

Courtney Sexton & Meredith Russo-Sexton,
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

2082 W 29th Place.
(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and Courtney Sexton & Meredith Russo-Sexton (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Jefferson Park and located at the street address 2082 W 29th Place, Los Angeles, California 90018, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On NA, NA: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. NA pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. NA-NA); or, (b) The Property was determined to be a Contributing Structure to the Jefferson Park Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
   This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. **Renewal.**
   Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. **Standards for Historical Property.**
   During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. **Provision of Information of Compliance.**
Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. **Cancellation.**
City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. **Enforcement of Agreement**.
In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. **Binding Effect of Agreement.**
The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

8. **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.

To City:
Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:
Name: Courtney Sexton & Meredith Russo-Sexton
Address: 2082 W 29th Place
Los Angeles, CA 90018

9. **General Provisions.**
   a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: _____ 5/19/15 CS
Owner Signature*

Courtney Sexton 5/18/15
Print Name Date

By: _____
Owner Signature*

Meredith Russo-Sexton 5/18/15
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On May 18, 2015 before me, N. Sieber, Notary
(insert name and title of the officer)

personally appeared Courtney Sexton and Meredith Russo-Sexton,
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.

N. SIEBER
Commission No. 2083637
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires OCTOBER 26, 2018

Signature N. Sieber (Seal)

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 2082 W. 29th Place, Los Angeles, CA 90018

OWNER(S) OF PROPERTY: Courtney Sexton and Meredith Russo-Sexton

OWNER(S) MAILING ADDRESS: 2082 W. 29th Place, Los Angeles, CA 90018

HOME TELEPHONE: N/A WORK TELEPHONE: 323.993.5139

MOBILE TELEPHONE: 323.377.2162 ALTERNATE TELEPHONE:

OWNER(S) EMAIL: courtneylynnsexton@gmail.com ALTERNATE EMAIL: russo.meredith@gmail.com

PROPERTY INFORMATION

Legal Description: TRACT: The AH Carey West 29th St BLOCK: none LOT: 3 ARB: none

Assessor Identification Number (AIN): 5053 - 005 - 003 COUNCIL DISTRICT NO.: 10

PROPERTY PURCHASE DATE: 8/11/14 MOST RECENT ASSESSED VALUE: 555,005

OWNER OCCUPIED: ● YES ○ NO USE: ● SINGLE-FAMILY DWELLING ○ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ○ YES ● NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ● YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ● NO

HISTORICAL SIGNIFICANCE

HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: _____

☑ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: Jefferson Park HISTORIC PROPERTY NAME: Unknown

ORIGINAL CONSTRUCTION DATE: 1905 ARCHITECT(S): Unknown

ARCHITECTURAL STYLE: Craftsman

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

	3/30/15		3/30/15
OWNER SIGNATURE	DATE	OWNER SIGNATURE	DATE
Courtney Sexton		Meredith Russo-Sexton	
PRINT NAME		PRINT NAME	

EXHIBIT "A"

REVISED JANUARY 2015

Doc ID: 1b00089a3bbe54803bc9f19d93b53fde4378626d

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 2082 W 29th Place, 90018

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Hardwood Floors

Cost $ 4000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Sanded and re-fineshed wood floors

■ Maintenance ☐ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Elecrical system

Cost $ 6000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Replaced knob and tube wiring in house and garage.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Interior walls, ceilings and cabinets

Cost $ 3000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Painted all interior walls, ceilings and kitchen and hallway cabinets.

☐ Maintenance ☑ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Backyard

Cost $ 6000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Landscaped backyard including adding grass, sprinklers, decomposed granite, and borders

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EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 2082 W 29th Place, 90018

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☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Kitchen Cabinets

Cost $ 1400 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Repair kitchen cabinets and build two additional cabinets

---

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Kitchen countertops and sink

Cost $ 5900 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Replace kitchen countertop and sink

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: Plumbing

Cost $ 2000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Repair mainline and strap pipes

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Kitchen Tile

Cost $ 1500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Install ceramic tile

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 2082 W 29th Place, 90018

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☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Front Yard

Cost $ 10,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Design and install a drought resistant landscape.

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Plumbing

Cost $ 5000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Replace remaining galvanized pipes with copper

---

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Chimney

Cost $ 3500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Chimney needs to be repaired for safety reasons. We do not plan to make it a working chimney

---

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: HVAC

Cost $ 10,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Install HVAC system

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 2082 W 29th Place, 90018

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Foundation

Cost $ 2500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: Brace cracks in foundation

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Wallpaper

Cost $ 5000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: Install period appropriate wallpaper

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Mud Room

Cost $ 12,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Rehabilitate mud room including floors, walls, and plumbing.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Fireplace

Cost $ 900 (round to nearest dollar) Contract Year of Proposed Work Completion: 2021

Description of work: Strip paint off of fireplace and return to original stone look

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EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 2082 W 29th Place, 90018

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☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Garage

Cost $ 2500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2021

Description of work: Garage roof needs pitched to allow rain to flow off properly

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Screens

Cost $ 500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2021

Description of work: Repair screens

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Bathroom

Cost $ 25,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2022

Description of work: Rehabilitate bathroom -- floors, walls, sink, bathtub and lighting to be historically accurate. Salvage original medicine cabinet in our garage.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Windows

Cost $ 4500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2023

Description of work: Several windows need to be fully functional

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 2082 W 29th Place, 90018

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☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Pantry Cabinets

Cost $ 2000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2024

Description of work: Sand and paint cabinets

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Kitchen

Cost $ 2500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2024

Description of work: Add beadboard to replace faux brick look.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: Lighting

Cost $ 20,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2025

Description of work: Rehabilitate lighting throughout house (dining room, hallway, kitchen, bathroom and exterior)

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $ _____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

EXHIBIT "A"

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

EXHIBIT "B"

DEPARTMENT OF
CITY PLANNING

CULTURAL HERITAGE
COMMISSION

RICHARD BARRON
PRESIDENT

GAIL KENNARD
VICE PRESIDENT

JEREMY IRVINE
BARRY A MILOFSKY
ELISSA SCRAFANO

FELY C. PINGOL
COMMISSION EXECUTIVE ASSISTANT
(213) 978-1300

CITY OF LOS ANGELES
CALIFORNIA

ERIC GARCETTI
MAYOR

EXECUTIVE OFFICES
200 N. SPRING STREET, ROOM 525
LOS ANGELES, CA 90012-4801

MICHAEL J. LOGRANDE
DIRECTOR
(213) 978-1271

LISA M. WEBBER, AICP
DEPUTY DIRECTOR
(213) 978-1274

JAN ZATORSKI
DEPUTY DIRECTOR
(213) 978-1273

FAX: (213) 978-1275

INFORMATION
http://planning.lacity.org

April 6, 2015

Mr. Robert Jay Chattel, AIA
Chattel, Inc.
13417 Ventura Blvd.
Sherman Oaks, CA 91423

Dear Mr. Chattel:

NOTICE TO PROCEED TO COMPLETE A PORTION OF THE MILLS ACT HISTORICAL PROPERTY CONTRACT PROGRAM

This is a Notice to Proceed to complete a portion of the Mills Act Historical Property Contract Program for the Mills Act Program. Work is to commence immediately, and should be completed under the terms of your existing City of Los Angeles Contract Number 124493, for an amount not to exceed $87,250.

The contract Scope of Services for the above project includes the attached tasks and cost breakdown.

Please note the following regarding the City approved reimbursable amounts:

1. The City of Los Angeles does not pay a percentage above costs for reimbursement. All requests for allowable reimbursements must be accompanied by supporting documentation including original receipts.

2. The City of Los Angeles does not reimburse for lodging, subsistence, and out-of-pocket expenses for authorized travel in connection with work.

TASKS AND COST BREAKDOWN

TASK NO.	TASK NAME	APPLICATIONS	EXEMPTIONS	COST PER APPLICATION/ EXEMPTION	EXPECTED DELIVERABLE	TOTAL
1	Review initial Application materials	87	NA	$250.00	Summary of Comments	$21,750.00
2	Prepare for and lead the Mills Act 2014 Workshop	1	NA	$2,500.00	Summary of Presentation (including date & attendance)	$2,500.00
3	Review Final Application Materials	87	NA	$500.00	Accepted/ Approved Report	$43,500.00
4	Recommend Applications for approval/modification/denial	Included in #3	NA	Included in #3	Accepted/ Approved Report	
5	Schedule and Conduct pre-approval inspections	Included in #3	NA	Included in #3	Accepted/ Approved Report	
6	Prepare Reports	Included in #3	NA	Included in #3	Accepted/ Approved Report	
7	Review Exemptions	NA	13	$1,500.00	Summary of Comments	$19,500.00
8	Present Exemptions	NA	Included in #7	Included in #7	Accepted/ Approved Report	
9	Maintain Communications	NA	NA	Included in all Fees	NA	
	PROEJCT TOTAL:					**$87,250.00**

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

ARAM NADJARIAN

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

2158 WEST 29TH PLACE, LOS ANGELES, CA 90018.

(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and ARAM NADJARIAN (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the JEFFERSON PARK HPOZ and located at the street address 2158 WEST 29TH PLACE, Los Angeles, California 90018, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On _____, _____: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. _____ pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. _____-_____); or, (b) The Property was determined to be a Contributing Structure to the JEFFERSON PARK Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
   This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. **Renewal.**
   Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. **Standards for Historical Property.**
   During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. **Provision of Information of Compliance.**
Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. **Cancellation.**
City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. **Enforcement of Agreement**.
In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. **Binding Effect of Agreement.**
The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

8. **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.

To City:
Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:
Name ARAM NADJARIAN
Address 2158 WEST 29TH PLACE
LOS ANGELES, CA 90018

9. **General Provisions.**
   a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: _____
Owner Signature*

ARAM NADJARIAN 5/18/15
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On May 19th 2015 before me, AMOR K. ORTEGA, NOTARY
(insert name and title of the officer)

personally appeared ARAM NADJARIAN,
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.

AMOR ORTEGA
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2044000
LOS ANGELES COUNTY
My Comm. Exp. October 4, 2017

Signature _____ **(Seal)**

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 2158 WEST 29TH PLACE

OWNER(S) OF PROPERTY: ARAM NADJARIAN

OWNER(S) MAILING ADDRESS: 611 WILSHIRE BLVD, SUITE 913, LOS ANGELES, CA 90017

HOME TELEPHONE: (323) 533-4523 WORK TELEPHONE: (213) 373-1662

MOBILE TELEPHONE: (323) 533-4523 ALTERNATE TELEPHONE: N/A

OWNER(S) EMAIL: AANADJARIAN@GMAIL.COM ALTERNATE EMAIL: ARAM@MOZAICMC.COM

PROPERTY INFORMATION

Legal Description: TRACT: WEST ADAMS & JEFFERSON ST. BLOCK: 6 LOT: 3 ARB: NO

Assessor Identification Number (AIN): 5052 - 026 - 003 COUNCIL DISTRICT NO.: 10

PROPERTY PURCHASE DATE: 12/23/14 MOST RECENT ASSESSED VALUE: $505,500

OWNER OCCUPIED: (•) YES ( ) NO USE: (•) SINGLE-FAMILY DWELLING ( ) MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ( ) YES (•) NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? (•) YES ( ) NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ( ) YES (•) NO

HISTORICAL SIGNIFICANCE

[ ] HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: _____

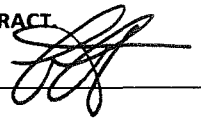
[•] CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: Jefferson Park HISTORIC PROPERTY NAME: UNKNOWN

ORIGINAL CONSTRUCTION DATE: 1909 ARCHITECT(S): UNKNOWN

ARCHITECTURAL STYLE: CRAFTSMAN BUNGALOW

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.



OWNER SIGNATURE 3/24/15 DATE OWNER SIGNATURE DATE

ARAM NADJARIAN

PRINT NAME PRINT NAME

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 2158 WEST 29TH PLACE, LOS ANGELES, CA 90018

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Windows & Doors

Cost $ 15,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Replace "new" aluminum windows and doors with wood windows and doors that are more historically accurate. Repair/replace broken glass as needed.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Foundation Stabilization

Cost $ 3500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Repair/replace supports underneath home to ensure stability & add additional support beams as needed.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: HVAC System

Cost $ 10,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Install a new HVAC system throughout home

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Interior Kitchen & Baths (2)

Cost $ 80,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Remove and replace kitchen and bad with more historically accurate ones including any damaged cabinetry, fixtures, etc.

2015 Mills Act
2158 West 29th Place
Aram Nadjarian

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 2158 WEST 29TH PLACE, LOS ANGELES, CA 90018

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☒ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Exterior Landscaping & Fencing

Cost $ 20,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Repair and replace existing broken (and in parts missing) chain link fencing with more accurate wooden fencing and historically repair landscape/hardscape

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☒ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Plumbing & Electrical

Cost $ 10,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Repair any damaged plumbing & replace knob and tube with modern and safer electrical throughout house as needed.

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Interior/Exterior Painting

Cost $ 15,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Paint interior/exterior in colors that are more historically accurate/appropriate.

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Replace/Repair Roof

Cost $ 15,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Replace damaged/leaking roof and replace with new appropriate roofing.

EXHIBIT "A"

CITY OF LOS ANGELES

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

Janet Hansen <janet.hansen@lacity.org>

HPLA site changes

1 message

Annabel Enriquez <AEnriquez@getty.edu> Wed, Oct 7, 2015 at 1:01 PM
To: Janet Hansen <janet.hansen@lacity.org>, Ken Bernstein <ken.bernstein@lacity.org>
Cc: Alison Dalgity <ADalgity@getty.edu>, David Myers <DMyers@getty.edu>

Ken and Janet,

As discussed, here is a summary of the changes to the HPLA site that we'd like to push forward as soon as possible:

Navigation/header changes: (http://52.8.193.103/index.htm)

1) City of LA Banner

2) Change of "Login" link to "City Login"

3) Removal of "Help" link

4) Removal of "About the Data" and "ZIMAS Users" text from bottom of home page.

5) Addition of "About" navigation menu item with the following pages:

a) "About the Data"

b) "Search Tips"

c) "ZIMAS User"

d) "Status Codes"

Resource report changes (http://52.8.193.103/reports/569e0438-2912-4ae1-8d5c-4b3c33d90111)

1) Indentation of Context/Theme section

2) Addition of "Integrity Standards"

3) Explanation of Codes popup link for "California Historic Resources Status Codes"

4) Change of "Description" to "Narrative Description"

5) Change of "Technique" to "Construction Technique"

District report changes (http://52.8.193.103/reports/0111d7ec-0054-4fd6-9265-2a09a44a5ee5)

1) Removal of "Measurements"

2) Change of "No Addresses Recorded" to "See below under Related Resources"

Let us know what your comments are regarding the above changes.

Thanks,

Annabel

Annabel Lee Enriquez

Data Specialist

The Getty Conservation Institute

1200 Getty Center Drive, Suite 700

Los Angeles, CA 90049

aenriquez@getty.edu

+1 310 440 6744 office

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

Bartlett Loft, Inc.

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

215 W. 7TH Street, Los Angeles, CA 90014

(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and Bartlett Loft, Inc. (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Bartlett Building and located at the street address 215 W. 7th Street, Los Angeles, California 90014, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On May 12, 2015: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. _____ pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. 15-0328); or, (b) The Property was determined to be a Contributing Structure to the _____ Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
   This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. **Renewal.**
   Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. **Standards for Historical Property.**
   During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. **Provision of Information of Compliance.**
Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. **Cancellation.**
City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. **Enforcement of Agreement**.
In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. **Binding Effect of Agreement.**
The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

8. **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.

To City:
Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:
Name: Bartlett Loft, Inc.
Address: 215 W. 7th Street
Los Angeles, CA 90014

9. **General Provisions.**
   a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: _____
Owner Signature*

Neva Chevalier, Bartlett Loft, Inc.
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* *Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.*

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On 5/15/2015 before me, Katheleen A.E. Duelo, notary public
(insert name and title of the officer)

personally appeared Neva Chevalier, Bartlett Loft, Inc.,
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.

KATHELEEN A.E. DUELO
Commission # 2079947
Notary Public - California
Los Angeles County
My Comm. Expires Sep 25, 2018

Signature _____ (Seal)

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 W 7TH STREET LOS ANGELES 90014

OWNER(S) OF PROPERTY: BARTLETT LOFTS HOA

OWNER(S) MAILING ADDRESS: 215 W. 7TH STREET, LOS ANGELES

HOME TELEPHONE: 213 265 8989 WORK TELEPHONE:

MOBILE TELEPHONE: ALTERNATE TELEPHONE:

OWNER(S) EMAIL: ALTERNATE EMAIL:

PROPERTY INFORMATION

Legal Description: TRACT: 54121-C BLOCK: None LOT: 1 ARB:

Assessor Identification Number (AIN): 5144 - 026 - multiple COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: various MOST RECENT ASSESSED VALUE: $43,555,091

OWNER OCCUPIED: ○ YES ○ NO USE: ○ SINGLE-FAMILY DWELLING ◉ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ○ YES ◉ NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ◉ YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ◉ NO

HISTORICAL SIGNIFICANCE

☑ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: HCM NAME: Bartlett Building

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: HISTORIC PROPERTY NAME:

ORIGINAL CONSTRUCTION DATE: 1911 ARCHITECT(S): Parkinson & Bergstrom

ARCHITECTURAL STYLE: Beaux Arts

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

OWNER SIGNATURE	DATE	OWNER SIGNATURE	DATE
[signature]	3/31/15		
NEVA CHEVALIER, PRESIDENT			
PRINT NAME		PRINT NAME	

EXHIBIT "A"

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 W. 7th Street, Unit #301, Los Angeles, CA 90014

OWNER(S) OF PROPERTY: Amit Tidhar

OWNER(S) MAILING ADDRESS: 24348 La Masina Court, Calabasas, CA 91302

HOME TELEPHONE: / WORK TELEPHONE: /

MOBILE TELEPHONE: 818 974 9849 ALTERNATE TELEPHONE:

OWNER(S) EMAIL: AmitTidhar@yahoo.com ALTERNATE EMAIL: laurentidhar@aol.com

PROPERTY INFORMATION

Legal Description: TRACT: 54121 BLOCK: LOT: 1 ARB:

Assessor Identification Number (AIN): 5144 - 026 - 024 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: 9/7/2012 MOST RECENT ASSESSED VALUE: $140,635

OWNER OCCUPIED: ○ YES ◉ NO USE: ○ SINGLE-FAMILY DWELLING ◉ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ○ YES ○ NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ◉ YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ◉ NO

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: HCM NAME: Bartlett Building

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: HISTORIC PROPERTY NAME:

ORIGINAL CONSTRUCTION DATE: ARCHITECT(S):

ARCHITECTURAL STYLE:

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Amit Tidhar

PRINT NAME PRINT NAME

EXHIBIT "A"

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 W. 7th St. #302, LOS ANGELES, CA 90014

OWNER(S) OF PROPERTY: GIGI MARIE SZABO

OWNER(S) MAILING ADDRESS: 215 W. 7th St. #302, LOS ANGELES, CA 90014

HOME TELEPHONE: N/A WORK TELEPHONE: 213-683-0522

MOBILE TELEPHONE: 213-300-7318 ALTERNATE TELEPHONE: N/A

OWNER(S) EMAIL: gigi.szabo@gmail.com ALTERNATE EMAIL: N/A

PROPERTY INFORMATION

Legal Description: TRACT: 54121-C BLOCK: None LOT: 1 ARB: _____

Assessor Identification Number (AIN): 5144 - 026 - 029 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: 8/2015 MOST RECENT ASSESSED VALUE: $ 365,000

OWNER OCCUPIED: ☑ YES ☐ NO USE: ☐ SINGLE-FAMILY DWELLING ☑ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ☑ YES ☐ NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ☑ YES ☐ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ☐ YES ☑ NO

HISTORICAL SIGNIFICANCE

☑ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: BARTLETT BUILDING

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1911 ARCHITECT(S): PARKINSON & BERGSTROM

ARCHITECTURAL STYLE: BEAUX ARTS

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

OWNER SIGNATURE	DATE	OWNER SIGNATURE	DATE
3.31.15			
GIGI SZABO			
PRINT NAME		PRINT NAME	

EXHIBIT "A"

ATTACHMENT E

OTHER PROPERTIES OWNED BY
GIGI MARIE SZABO

1. 241 S. AVENUE 57 #110,
LOS ANGELES, CA 90042

2. 241 S. AVENUE 57 #130
LOS ANGELES, CA 90042

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 W. 7th St. #303 Los Angeles, CA 90014

OWNER(S) OF PROPERTY: David Sogard + Stephanie Sogard

OWNER(S) MAILING ADDRESS: 215 W. 7th St. #303 Los Angeles, CA 90014

HOME TELEPHONE: NA WORK TELEPHONE: NA

MOBILE TELEPHONE: 701-610-9136 ALTERNATE TELEPHONE: 70-746-6513

OWNER(S) EMAIL: dasoggs@hotmail.com ALTERNATE EMAIL: Soogardonia@gra.midco.net

PROPERTY INFORMATION

Legal Description: TRACT: 54121-C BLOCK: None LOT: 1 ARB:

Assessor Identification Number (AIN): 5144 - 026 - COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: 6/12/2012 MOST RECENT ASSESSED VALUE: $193,654

OWNER OCCUPIED: (•) YES ( ) NO USE: ( ) SINGLE-FAMILY DWELLING (•) MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ( ) YES ( ) NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ( ) YES ( ) NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ( ) YES ( ) NO

HISTORICAL SIGNIFICANCE

[•] HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: HCM NAME: Bartlett Building

[ ] CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: HISTORIC PROPERTY NAME:

ORIGINAL CONSTRUCTION DATE: 1911 ARCHITECT(S): Parkinson & Bergstrom

ARCHITECTURAL STYLE: Beaux Arts

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

[signature] 3-31-15

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

David Sogard

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 W. 7th Street #304, Los Angeles, CA 90014

OWNER(S) OF PROPERTY: Alison Kuo

OWNER(S) MAILING ADDRESS: 215 W. 7th Street #304, Los Angeles, CA 90014

HOME TELEPHONE: 562 682 6973 WORK TELEPHONE: 562 682 6973

MOBILE TELEPHONE: 562 682 6973 ALTERNATE TELEPHONE: 818 219 4482

OWNER(S) EMAIL: alisonkuo@gmail.com ALTERNATE EMAIL: alisonkuo@gmail.com

PROPERTY INFORMATION

Legal Description: TRACT: 54121-C BLOCK: None LOT: 1 ARB: _____

Assessor Identification Number (AIN): 5144 - 026 - 027 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: 12-6-12 MOST RECENT ASSESSED VALUE: $291,316

OWNER OCCUPIED: (✓) YES ( ) NO USE: ( ) SINGLE-FAMILY DWELLING (•) MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ( ) YES (✓) NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? (✓) YES ( ) NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ( ) YES (✓) NO

HISTORICAL SIGNIFICANCE

[•] HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: Bartlett Building

[ ] CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1911 ARCHITECT(S): Parkinson & Bergstrom

ARCHITECTURAL STYLE: Beaux Arts

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

OWNER SIGNATURE _____ DATE 3-28-15

OWNER SIGNATURE _____ DATE 3-28-15

PRINT NAME Alison Kuo

PRINT NAME Alison Kuo

EXHIBIT "A"

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 W 7th St. #307 LA, CA 90007

OWNER(S) OF PROPERTY: KENNETH J. MOLINA

OWNER(S) MAILING ADDRESS: 3505 AKALA DRIVE, KIHEI, HI 96753

HOME TELEPHONE: _____ WORK TELEPHONE: _____

MOBILE TELEPHONE: 808/344-6421 ALTERNATE TELEPHONE: _____

OWNER(S) EMAIL: kenjmolina@yahoo.com ALTERNATE EMAIL: _____

PROPERTY INFORMATION

Legal Description: TRACT: 54121 BLOCK: _____ LOT: 1 ARB: _____

Assessor Identification Number (AIN): 5144 - 026 - 030 COUNCIL DISTRICT NO.: _____

PROPERTY PURCHASE DATE: 2009 MOST RECENT ASSESSED VALUE: 147,065.-

OWNER OCCUPIED: ○ YES ☒ NO USE: ○ SINGLE-FAMILY DWELLING ☒ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ○ YES ☒ NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ☒ YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ☒ NO

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: BARTLETT BUILDING

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1911 ARCHITECT(S): Parkinson and Bergstrom

ARCHITECTURAL STYLE: _____

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Kenneth J Molina 03/30/16 _____ _____

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

KENNETH J. MOLINA _____

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215. W 7th St #308. LA. CA. 90014

OWNER(S) OF PROPERTY: ABIGAIL HORTON

OWNER(S) MAILING ADDRESS: AS ABOVE

HOME TELEPHONE: _____ WORK TELEPHONE: _____

MOBILE TELEPHONE: 310 994 8553 ALTERNATE TELEPHONE: _____

OWNER(S) EMAIL: abbeyhorton@me.com ALTERNATE EMAIL: _____

PROPERTY INFORMATION

Legal Description: TRACT: 54121-C BLOCK: None LOT: 1 ARB: _____

Assessor Identification Number (AIN): 5144 - 026 - 031 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: 12/19/14 MOST RECENT ASSESSED VALUE: $464,000

OWNER OCCUPIED: (X) YES ( ) NO USE: ( ) SINGLE-FAMILY DWELLING (•) MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ( ) YES (X) NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? (X) YES ( ) NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ( ) YES (X) NO

HISTORICAL SIGNIFICANCE

[•] HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: Bartlett Building

[ ] CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1911 ARCHITECT(S): Parkinson & Bergstrom

ARCHITECTURAL STYLE: Beaux Arts

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

[signature] 3/31/15. _____ _____

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

ABIGAIL HORTON _____

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 W. 7th Street, Unit # 310, Los Angeles, CA 90014

OWNER(S) OF PROPERTY: Amit Tidhar

OWNER(S) MAILING ADDRESS: 24348 La Masina Court, Calabasas, CA 91302

HOME TELEPHONE: / WORK TELEPHONE:

MOBILE TELEPHONE: 818 9749849 ALTERNATE TELEPHONE:

OWNER(S) EMAIL: AmitTidhar@yahoo.com ALTERNATE EMAIL: lauren tidhar@aol.com

PROPERTY INFORMATION

Legal Description: TRACT: 54121 BLOCK: LOT: 1 ARB:

Assessor Identification Number (AIN): 5144 - 026 - 033 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: 9/7/2012 MOST RECENT ASSESSED VALUE: $108,610

OWNER OCCUPIED: ○ YES ◉ NO USE: ○ SINGLE-FAMILY DWELLING ◉ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ○ YES ○ NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ◉ YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ◉ NO

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: HCM NAME: Bartlett Building

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: HISTORIC PROPERTY NAME:

ORIGINAL CONSTRUCTION DATE: ARCHITECT(S):

ARCHITECTURAL STYLE:

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Amit Tidhar

PRINT NAME PRINT NAME

EXHIBIT "A"

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 W. 7th ST. # 311 Los Angeles Ca 90014

OWNER(S) OF PROPERTY: Ronald + Colette Sherouse

OWNER(S) MAILING ADDRESS: 307 Montana Ave # 202 Santa Monica Ca 90403

HOME TELEPHONE: _____ WORK TELEPHONE: _____

MOBILE TELEPHONE: 310-345-2267 ALTERNATE TELEPHONE: 310-345-1122

OWNER(S) EMAIL: ronbyron@earthlink.net ALTERNATE EMAIL: csherouse4@gmail.com

PROPERTY INFORMATION

Legal Description: TRACT: _____ BLOCK: _____ LOT: _____ ARB: _____

Assessor Identification Number (AIN): 5144 - 026 - 034 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: 5-16-2005 MOST RECENT ASSESSED VALUE: 335,000.00

OWNER OCCUPIED: ○ YES ● NO USE: ✗ SINGLE-FAMILY DWELLING ● MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ○ YES ● NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ● YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ● NO

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: BARTLETT BUILDING

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: _____ ARCHITECT(S): _____

ARCHITECTURAL STYLE: _____

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

OWNER SIGNATURE	DATE	OWNER SIGNATURE	DATE
	3.28.15		3/28/15
PRINT NAME: Ronald B Sherouse		PRINT NAME: Colette Sherouse	3/28/15

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 W 7th St Unit 312

OWNER(S) OF PROPERTY: David Crowley

OWNER(S) MAILING ADDRESS: 215 W 7th St Unit 312

HOME TELEPHONE: 646-346-9227 WORK TELEPHONE: 562-437-4558 x 8706

MOBILE TELEPHONE: 646-346-9227 ALTERNATE TELEPHONE:

OWNER(S) EMAIL: dave.b.crowley@gmail.com ALTERNATE EMAIL: david.crowley@taurusengineering.com

PROPERTY INFORMATION

Legal Description: TRACT: 54121-C BLOCK: None LOT: 1 ARB:

Assessor Identification Number (AIN): 5144 - 026 - 035 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: 3-19-2015 MOST RECENT ASSESSED VALUE: $335,320

OWNER OCCUPIED: (X) YES ( ) NO USE: ( ) SINGLE-FAMILY DWELLING (•) MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ( ) YES (X) NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? (X) YES ( ) NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ( ) YES (X) NO

HISTORICAL SIGNIFICANCE

[•] HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: Bartlett Building

[ ] CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1911 ARCHITECT(S): Parkinson & Bergstrom

ARCHITECTURAL STYLE: Beaux Arts

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

D. I C J 3-30-15

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

David Crowley

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 W 7th St., # 401, Los Angeles, CA 90014

OWNER(S) OF PROPERTY: Kyle Stuart & Casey Alexander

OWNER(S) MAILING ADDRESS: 215 W 7th St., #401, Los Angeles, CA 90014

HOME TELEPHONE: _____ WORK TELEPHONE: _____

MOBILE TELEPHONE: 661-714-8831 ALTERNATE TELEPHONE: _____

OWNER(S) EMAIL: stuart.kyle@me.com ALTERNATE EMAIL: _____

PROPERTY INFORMATION

Legal Description: TRACT: 54121-C BLOCK: None LOT: 1 ARB: _____

Assessor Identification Number (AIN): 5144 - 026 - 036 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: 10/24/2014 MOST RECENT ASSESSED VALUE: $360,000

OWNER OCCUPIED: ◉ YES ○ NO USE: ○ SINGLE-FAMILY DWELLING ◉ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ○ YES ◉ NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ◉ YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ◉ NO

HISTORICAL SIGNIFICANCE

☑ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: Bartlett Building

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1911 ARCHITECT(S): Parkinson & Bergstrom

ARCHITECTURAL STYLE: Beaux Arts

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Kyle Stuart — 3/29/15 — Carey Alexander — 3/30/15

OWNER SIGNATURE — DATE — OWNER SIGNATURE — DATE

Kyle Stuart — Casey Alexander

PRINT NAME — PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 W 7th St, Apt 402, Los Angeles CA 90014

OWNER(S) OF PROPERTY: Sharon March

OWNER(S) MAILING ADDRESS: 215 W 7th St, Apt 402, Los Angeles CA 90014

HOME TELEPHONE: 818 26183361 WORK TELEPHONE: same

MOBILE TELEPHONE: 818 261 8361 ALTERNATE TELEPHONE: 818 261 5115

OWNER(S) EMAIL: akamonique@mac.com ALTERNATE EMAIL: zulu410028@aol.com

PROPERTY INFORMATION

Legal Description: TRACT: 54121-C BLOCK: None LOT: 1 ARB: _____

Assessor Identification Number (AIN): 5144 - 026 - 037 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: 9/18/13 MOST RECENT ASSESSED VALUE: $319,000

OWNER OCCUPIED: (•) YES ( ) NO USE: ( ) SINGLE-FAMILY DWELLING (•) MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? (•) YES ( ) NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? (•) YES ( ) NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ( ) YES (•) NO

HISTORICAL SIGNIFICANCE

[•] HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: Bartlett Building

[ ] CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1911 ARCHITECT(S): Parkinson & Bergstrom

ARCHITECTURAL STYLE: Beaux Arts

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

OWNER SIGNATURE	DATE	OWNER SIGNATURE	DATE
	3/30/15		
Sharon March			
PRINT NAME		PRINT NAME	

EXHIBIT "A"

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 W. 7th Street #403

OWNER(S) OF PROPERTY: LaTayvius Alberty

OWNER(S) MAILING ADDRESS: 215 W. 7th Street #403

HOME TELEPHONE: (559) 312-7021 WORK TELEPHONE: —

MOBILE TELEPHONE: — ALTERNATE TELEPHONE: —

OWNER(S) EMAIL: tay.alberty@gmail.com ALTERNATE EMAIL: —

PROPERTY INFORMATION

Legal Description: TRACT: 54121-C BLOCK: None LOT: 1 ARB: —

Assessor Identification Number (AIN): 5144 - 026 - 038 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: 09/07/2012 MOST RECENT ASSESSED VALUE: $212,962

OWNER OCCUPIED: ● YES ○ NO USE: ● SINGLE-FAMILY DWELLING ✗ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ○ YES ● NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ● YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ● NO

HISTORICAL SIGNIFICANCE

☑ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: — HCM NAME: Bartlett Building

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: — HISTORIC PROPERTY NAME: —

ORIGINAL CONSTRUCTION DATE: 1911 ARCHITECT(S): Parkinson & Bergstrom

ARCHITECTURAL STYLE: Beaux Arts

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

OWNER SIGNATURE	DATE	OWNER SIGNATURE	DATE
			3/30/15
LaTayvius Alberty			
PRINT NAME		PRINT NAME	

EXHIBIT "A"

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 WEST 7th ST APT #404

OWNER(S) OF PROPERTY: DANIEL SANDERS

OWNER(S) MAILING ADDRESS: PO BOX 4135, CULVER CITY, CA 90231-413

HOME TELEPHONE: (415) 425 4138 WORK TELEPHONE: (415) 425 4138

MOBILE TELEPHONE: " ALTERNATE TELEPHONE: "

OWNER(S) EMAIL: DANIELJSANDERS@GMAIL.COM ALTERNATE EMAIL:

PROPERTY INFORMATION

Legal Description: TRACT: 54121-C BLOCK: None LOT: 1 ARB:

Assessor Identification Number (AIN): 5144 - 026 - 039 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: MOST RECENT ASSESSED VALUE: $295,523

OWNER OCCUPIED: ✓ YES ○ NO USE: ○ SINGLE-FAMILY DWELLING ◉ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ✓ YES ○ NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ✓ YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ✓ NO

HISTORICAL SIGNIFICANCE

☑ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: HCM NAME: Bartlett Building

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: HISTORIC PROPERTY NAME:

ORIGINAL CONSTRUCTION DATE: 1911 ARCHITECT(S): Parkinson & Bergstrom

ARCHITECTURAL STYLE: Beaux Arts

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

DS 03/27/2015

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

DANIEL SANDERS

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 W 7TH ST # 405

OWNER(S) OF PROPERTY: RICHARD CREGENZAN

OWNER(S) MAILING ADDRESS: SAME 416

HOME TELEPHONE: N/A WORK TELEPHONE: 213-[redacted]-1408

MOBILE TELEPHONE: 310-308-1481 ALTERNATE TELEPHONE: _____

OWNER(S) EMAIL: rcregenzan@hotmail.com ALTERNATE EMAIL: _____

PROPERTY INFORMATION

Legal Description: TRACT: 54121-C BLOCK: NONE LOT: 1 ARB: _____

Assessor Identification Number (AIN): 5144 - 026 - 040 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: 1/4/06 MOST RECENT ASSESSED VALUE: $ 405,000

OWNER OCCUPIED: ☑ YES ○ NO USE: ☑ SINGLE-FAMILY DWELLING ○ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ○ YES ☑ NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ☑ YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ☑ NO

HISTORICAL SIGNIFICANCE

☒ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: BARTLETT BUILDING

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1911 ARCHITECT(S): [redacted] PARKINSON & BERGSTROM

ARCHITECTURAL STYLE: BEAUX ARTS

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

[signature] 3/30/15 _____ _____

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

RICHARD CREGENZAN _____

PRINT NAME PRINT NAME

EXHIBIT "A"

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 W. 7TH STREET #407

OWNER(S) OF PROPERTY: ANDREW TAYLOR

OWNER(S) MAILING ADDRESS: as above

HOME TELEPHONE: — WORK TELEPHONE: —

MOBILE TELEPHONE: (213) 891-9189 ALTERNATE TELEPHONE: —

OWNER(S) EMAIL: BRITANNICUS1@GMAIL.COM ALTERNATE EMAIL: —

PROPERTY INFORMATION

Legal Description: TRACT: 54121-C BLOCK: None LOT: 1 ARB:

Assessor Identification Number (AIN): 5144 - 026 - 042 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: 2005 MOST RECENT ASSESSED VALUE: $311,263.00

OWNER OCCUPIED: ☑ YES ☐ NO USE: ☐ SINGLE-FAMILY DWELLING ◉ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ☐ YES ☑ NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ☑ YES ☐ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ☐ YES ☑ NO

HISTORICAL SIGNIFICANCE

☑ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: Bartlett Building

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1911 ARCHITECT(S): Parkinson & Bergstrom

ARCHITECTURAL STYLE: Beaux Arts

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Andrew Taylor March 27th, 2015

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

ANDREW TAYLOR

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 W. 7th Street #408, Los Angeles 90014

OWNER(S) OF PROPERTY: John Y. Lee

OWNER(S) MAILING ADDRESS: 215 W. 7th Street #408, Los Angeles, 90014

HOME TELEPHONE: _____ WORK TELEPHONE: 213-489-7361

MOBILE TELEPHONE: _____ ALTERNATE TELEPHONE: _____

OWNER(S) EMAIL: criminal.attorney@att.net ALTERNATE EMAIL: _____

PROPERTY INFORMATION

Legal Description: TRACT: 5421 BLOCK: None LOT: 1 ARB: _____

Assessor Identification Number (AIN): 5144 - 026 - 043 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: ~~Current address~~ 6/2006 MOST RECENT ASSESSED VALUE: $385,000

OWNER OCCUPIED: ☒ YES ☐ NO USE: ☐ SINGLE-FAMILY DWELLING ☐ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ☐ YES ☒ NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ☒ YES ☐ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ☐ YES ☒ NO

HISTORICAL SIGNIFICANCE

☒ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: Bartlett Building

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1911 ARCHITECT(S): Parkinson & Bergstrom

ARCHITECTURAL STYLE: Beaux Arts

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

OWNER SIGNATURE	DATE	OWNER SIGNATURE	DATE
	3/30/15		
John Y. Lee			
PRINT NAME		PRINT NAME	

EXHIBIT "A"

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 W. 7th Street, Unit # 409, Los Angeles, CA 90014

OWNER(S) OF PROPERTY: Amit Tidhar

OWNER(S) MAILING ADDRESS: 24348 La Masina Court, Calabasas, CA 91302

HOME TELEPHONE: ✓ WORK TELEPHONE: ✓

MOBILE TELEPHONE: 818 974 9849 ALTERNATE TELEPHONE:

OWNER(S) EMAIL: AmitTidhar@yahoo.com ALTERNATE EMAIL: lauren.tidhar@aa.com

PROPERTY INFORMATION

Legal Description: TRACT: 54121 BLOCK: _____ LOT: 1 ARB: _____

Assessor Identification Number (AIN): 5144 - 026 - 044 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: 9/7/2012 MOST RECENT ASSESSED VALUE: $106,600

OWNER OCCUPIED: ○ YES ◉ NO USE: ○ SINGLE-FAMILY DWELLING ◉ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ○ YES ○ NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ◉ YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ◉ NO

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: Bartlett Building

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: _____ ARCHITECT(S): _____

ARCHITECTURAL STYLE: _____

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Amit Tidhar

PRINT NAME PRINT NAME

EXHIBIT "A"

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 W 7th St 410 LOS ANGELES CA 90014

OWNER(S) OF PROPERTY: Mollybeth Brown

OWNER(S) MAILING ADDRESS: 849 S Broadway #311, LA, CA 90014

HOME TELEPHONE: 323 573 2020 WORK TELEPHONE: 323 573 2020

MOBILE TELEPHONE: 323 573 2020 ALTERNATE TELEPHONE: _____

OWNER(S) EMAIL: mollybethbrown@gmail.com ALTERNATE EMAIL: _____

PROPERTY INFORMATION

Legal Description: TRACT: 54121-C BLOCK: None LOT: 1 ARB: _____

Assessor Identification Number (AIN): 5144 - 026 - 045 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: 5/2005 MOST RECENT ASSESSED VALUE: $355,000

OWNER OCCUPIED: ○ YES ☒ NO USE: ○ SINGLE-FAMILY DWELLING ◉ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ○ YES ☒ NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ☒ YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ☒ NO

HISTORICAL SIGNIFICANCE

☒ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: Bartlett Building

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1911 ARCHITECT(S): Parkinson & Bergstrom

ARCHITECTURAL STYLE: Beaux Arts

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

[signature] 3/30/15 _____ _____

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Mollybeth Brown _____

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 W. 7th Street, Unit # 411, Los Angeles, CA 90014

OWNER(S) OF PROPERTY: Amit Tidhar

OWNER(S) MAILING ADDRESS: 24348 La Masina Court, Calabasas, CA 91302

HOME TELEPHONE: ✓ WORK TELEPHONE: ✓

MOBILE TELEPHONE: 818-974 9849 ALTERNATE TELEPHONE:

OWNER(S) EMAIL: AmitTidhar@yahoo.com ALTERNATE EMAIL: lauren.tidhar@aa.com

PROPERTY INFORMATION

Legal Description: TRACT: 54121 BLOCK: LOT: 1 ARB:

Assessor Identification Number (AIN): 5144 - 026 - 046 & COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: 9/7/2012 MOST RECENT ASSESSED VALUE: $130,639

OWNER OCCUPIED: ○ YES ◉ NO USE: ○ SINGLE-FAMILY DWELLING ◉ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ○ YES ○ NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ◉ YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ◉ NO

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: HCM NAME: Bartlett Building

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: HISTORIC PROPERTY NAME:

ORIGINAL CONSTRUCTION DATE: ARCHITECT(S):

ARCHITECTURAL STYLE:

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Amit Tidhar

PRINT NAME PRINT NAME

EXHIBIT "A"

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 W. 7th Street, # 412, Los Angeles, CA 90014

OWNER(S) OF PROPERTY: Todd Blickenstaff

OWNER(S) MAILING ADDRESS: 738 S Los Angeles St. #601, Los Angeles, CA 90014

HOME TELEPHONE: _____ WORK TELEPHONE: _____

MOBILE TELEPHONE: (951) 440-4040 ALTERNATE TELEPHONE: _____

OWNER(S) EMAIL: blickent@gmail.com ALTERNATE EMAIL: _____

PROPERTY INFORMATION

Legal Description: TRACT: 54121 BLOCK: _____ LOT: 1 ARB: _____

Assessor Identification Number (AIN): 5144 - 026 - 047 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: 3/29/2006 MOST RECENT ASSESSED VALUE: $325,000.00

OWNER OCCUPIED: YES ● NO USE: SINGLE-FAMILY DWELLING ● MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? YES ● NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ● YES NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? YES ● NO

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: Bartlett Building

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1911 ARCHITECT(S): Parkinson and Bergstrom

ARCHITECTURAL STYLE: Beaux Arts

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

OWNER SIGNATURE	DATE	OWNER SIGNATURE	DATE
Todd Blickenstaff	3/30/15		
PRINT NAME		PRINT NAME	

EXHIBIT "A"

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 W. 7th St. #603 Los Angeles, CA 90014

OWNER(S) OF PROPERTY: Christina S. Hendershaw

OWNER(S) MAILING ADDRESS: Same as above

HOME TELEPHONE: 619-459-1704 WORK TELEPHONE:

MOBILE TELEPHONE: 619-459-1704 ALTERNATE TELEPHONE: 646-245-6475

OWNER(S) EMAIL: chendershaw@me.com ALTERNATE EMAIL: chendershaw@windwardschool.org

PROPERTY INFORMATION

Legal Description: TRACT: 54121-C BLOCK: None LOT: 1 ARB:

Assessor Identification Number (AIN): 5144 - 026 - 062 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: 6/1/13 MOST RECENT ASSESSED VALUE: $345,000

OWNER OCCUPIED: (X) YES ( ) NO USE: (X) SINGLE-FAMILY DWELLING ( ) MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ( ) YES (X) NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? (X) YES ( ) NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ( ) YES (X) NO

HISTORICAL SIGNIFICANCE

[x] HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: HCM NAME: Bartlett Building

[ ] CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: HISTORIC PROPERTY NAME:

ORIGINAL CONSTRUCTION DATE: 1911 ARCHITECT(S): Parkinson & Bergstrom

ARCHITECTURAL STYLE: Beaux Arts

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

3/31/15

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Christina S. Hendershaw

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 W 7th St Unit 604 LOS ANGELES CA 90014

OWNER(S) OF PROPERTY: JESSICA CASAS

OWNER(S) MAILING ADDRESS: 215 W 7th St Unit 604 LA CA 90014

HOME TELEPHONE: (916) 716-5429 WORK TELEPHONE: (916) 716-5429

MOBILE TELEPHONE: (916) 716-5429 ALTERNATE TELEPHONE: (916) 761-6807

OWNER(S) EMAIL: jessica.alexandria.casas@gmail.com ALTERNATE EMAIL: angelsabillo@gmail.com

PROPERTY INFORMATION

Legal Description: TRACT: 54121-C BLOCK: None LOT: 1 ARB: _____

Assessor Identification Number (AIN): 5144 - 026 - 063 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: _____ MOST RECENT ASSESSED VALUE: _____

OWNER OCCUPIED: ● YES ○ NO USE: ○ SINGLE-FAMILY DWELLING ● MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ○ YES ● NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ● YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ● NO

HISTORICAL SIGNIFICANCE

☑ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: Bartlett Building

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1911 ARCHITECT(S): Parkinson & Bergstrom

ARCHITECTURAL STYLE: Beaux Arts

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

OWNER SIGNATURE	DATE 3/31/15	OWNER SIGNATURE	DATE
JESSICA CASAS			
PRINT NAME		PRINT NAME	

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 West 7th Street, Unit 605, Los Angeles, CA 90014

OWNER(S) OF PROPERTY: Priscilla Olivia Chang

OWNER(S) MAILING ADDRESS: 3430 Caroline Avenue, Apt. E, Culver City, CA 90232

HOME TELEPHONE: _____ WORK TELEPHONE: (323) 731-4312

MOBILE TELEPHONE: (310) 849-6906 ALTERNATE TELEPHONE: _____

OWNER(S) EMAIL: priscilla.o.chang@gmail.com ALTERNATE EMAIL: _____

PROPERTY INFORMATION

Legal Description: TRACT: 54121 BLOCK: _____ LOT: 1 ARB: _____

Assessor Identification Number (AIN): 5144 - 026 - 064 COUNCIL DISTRICT NO.: _____

PROPERTY PURCHASE DATE: 2/24/2009 MOST RECENT ASSESSED VALUE: $183,831

OWNER OCCUPIED: ○ YES ● NO USE: ● SINGLE-FAMILY DWELLING ○ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ○ YES ● NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ● YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ● NO

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: _____

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: BARTLETT BLDG

ORIGINAL CONSTRUCTION DATE: _____ ARCHITECT(S): _____

ARCHITECTURAL STYLE: _____

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

[signature]	3/30/15		
OWNER SIGNATURE	DATE	OWNER SIGNATURE	DATE
Priscilla Olivia Chang			
PRINT NAME		PRINT NAME	

EXHIBIT "A"

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 W 7th Street #606, Los Angeles CA 90014

OWNER(S) OF PROPERTY: Paul and Neva Chevalier

OWNER(S) MAILING ADDRESS: 215 W 7th Street #606, Los Angeles CA 90014

HOME TELEPHONE: 265-5555 WORK TELEPHONE: 265-5555

MOBILE TELEPHONE: 265-5555 ALTERNATE TELEPHONE: _____

OWNER(S) EMAIL: paulandneva@email.com ALTERNATE EMAIL: _____

PROPERTY INFORMATION

Legal Description: TRACT: 54121-C BLOCK: None LOT: 1 ARB: NONE

Assessor Identification Number (AIN): 5144 - 026 - 065 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: 8/1/2008 MOST RECENT ASSESSED VALUE: $268,923

OWNER OCCUPIED: (•) YES ( ) NO USE: ( ) SINGLE-FAMILY DWELLING (•) MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ( ) YES (•) NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? (•) YES ( ) NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ( ) YES (•) NO

HISTORICAL SIGNIFICANCE

[•] HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: Bartlett Building

[ ] CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1911 ARCHITECT(S): Parkinson & Bergstrom

ARCHITECTURAL STYLE: Beaux Arts

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

3/28/15 3/28/15

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Paul Chevalier Neva Chevalier

PRINT NAME PRINT NAME

EXHIBIT "A"

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: ~~9810~~ 215 W. 7th. Street, Apt 611, Los Angeles, CA 90014

OWNER(S) OF PROPERTY: Jose L. Gutierrez

OWNER(S) MAILING ADDRESS: 9810 S. 6th. Avenue, Inglewood, CA 90305

HOME TELEPHONE: _____ WORK TELEPHONE: (310) 385-3215

MOBILE TELEPHONE: (323) 493-9114 ALTERNATE TELEPHONE: (310) 779-8235

OWNER(S) EMAIL: Joe.Gutierrez@cshs.org ALTERNATE EMAIL: JoeGutierrez.csha@gmail.com

PROPERTY INFORMATION

Legal Description: TRACT: Lot: 1 Tract No: 54121 Abbrevia BLOCK: _____ LOT: _____ ARB: _____

Assessor Identification Number (AIN): 5144 - 026 - 070 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: 5/5/2005 MOST RECENT ASSESSED VALUE: $328,610.00

OWNER OCCUPIED: ○ YES ✓ NO USE: X SINGLE-FAMILY DWELLING ✓ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ○ YES ✓ NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ✓ YES X NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ✓ NO

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: _____

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: BARTLETT BLDG

ORIGINAL CONSTRUCTION DATE: _____ ARCHITECT(S): _____

ARCHITECTURAL STYLE: _____

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

_____ 3/28/15 _____ _____

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Jose L. Gutierrez _____

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 West 7th #612 LA CA 90014

OWNER(S) OF PROPERTY: Mandi Line

OWNER(S) MAILING ADDRESS: same as above

HOME TELEPHONE: — WORK TELEPHONE: 3103860077

MOBILE TELEPHONE: same ALTERNATE TELEPHONE: —

OWNER(S) EMAIL: Mandiline wardrobe@gmail.com ALTERNATE EMAIL: —

PROPERTY INFORMATION

Legal Description: TRACT: 54121-C BLOCK: None LOT: 1 ARB: —

Assessor Identification Number (AIN): 5144 - 026 - 071 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: — MOST RECENT ASSESSED VALUE: —

OWNER OCCUPIED: ○ YES ○ NO USE: ○ SINGLE-FAMILY DWELLING ◉ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ○ YES ☒ NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ☒ YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ☒ NO

HISTORICAL SIGNIFICANCE

☑ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: — HCM NAME: Bartlett Building

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: — HISTORIC PROPERTY NAME: —

ORIGINAL CONSTRUCTION DATE: 1911 ARCHITECT(S): Parkinson & Bergstrom

ARCHITECTURAL STYLE: Beaux Arts

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

OWNER SIGNATURE	DATE	OWNER SIGNATURE	DATE
Mandi Line	March 28-15	—	—
PRINT NAME		PRINT NAME	

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 W. 7th Street, #704 Los Angeles CA, 90014

OWNER(S) OF PROPERTY: Ignacio Gil

OWNER(S) MAILING ADDRESS: 215 W. 7th Street Unit #704

HOME TELEPHONE: _____ WORK TELEPHONE: (323) 369-7685

MOBILE TELEPHONE: (323) 369-7685 ALTERNATE TELEPHONE: _____

OWNER(S) EMAIL: ignacio4000@aol.com ALTERNATE EMAIL: _____

PROPERTY INFORMATION

Legal Description: TRACT: 5421-C BLOCK: none LOT: 1 ARB: _____

Assessor Identification Number (AIN): 5144 - 026 - 075 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: 3/14/2005 MOST RECENT ASSESSED VALUE: $335,319

OWNER OCCUPIED: ☑ YES ☐ NO USE: ☐ SINGLE-FAMILY DWELLING ☐ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ☐ YES ☑ NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ☑ YES ☐ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ☐ YES ☑ NO

HISTORICAL SIGNIFICANCE

☑ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: Bartlett Building

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1911 ARCHITECT(S): Parkinson & Bergstrom

ARCHITECTURAL STYLE: Beaux Arts

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

OWNER SIGNATURE	DATE	OWNER SIGNATURE	DATE
3/31/15			
Ignacio Gil			
PRINT NAME		PRINT NAME	

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 W. 7th Street, Unit 706

OWNER(S) OF PROPERTY: Catherine M. Saillant

OWNER(S) MAILING ADDRESS: same

HOME TELEPHONE: 805-367-6661 WORK TELEPHONE: same

MOBILE TELEPHONE: same ALTERNATE TELEPHONE: same

OWNER(S) EMAIL: deadline mom@yahoo.com ALTERNATE EMAIL: —

PROPERTY INFORMATION

Legal Description: TRACT: 54121-C BLOCK: None LOT: 1 ARB:

Assessor Identification Number (AIN): 5144 - 026 - 077 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: 3-29-2013 MOST RECENT ASSESSED VALUE: $395,000

OWNER OCCUPIED: ● YES ○ NO USE: ● SINGLE-FAMILY DWELLING ○ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ○ YES ● NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ● YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ● NO

HISTORICAL SIGNIFICANCE

☑ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: Bartlett Building

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1911 ARCHITECT(S): Parkinson & Bergstrom

ARCHITECTURAL STYLE: Beaux Arts

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Catherine Saillant 3-30-15 _____ _____

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Catherine Saillant _____

PRINT NAME PRINT NAME

EXHIBIT "A"

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 w 7th St #707

OWNER(S) OF PROPERTY: Dimitri Beshkov

OWNER(S) MAILING ADDRESS: 215 w 7th St # 707

HOME TELEPHONE: N/A WORK TELEPHONE: N/A

MOBILE TELEPHONE: 3108660232 ALTERNATE TELEPHONE: N/A

OWNER(S) EMAIL: DimitriBeshkov@gmail.com ALTERNATE EMAIL:

PROPERTY INFORMATION

Legal Description: TRACT: 54121-C BLOCK: None LOT: 1 ARB:

Assessor Identification Number (AIN): 5144 - 026 - 078 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: 3/28/12 MOST RECENT ASSESSED VALUE: $186,790.00

OWNER OCCUPIED: ● YES ○ NO USE: ○ SINGLE-FAMILY DWELLING ◉ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ○ YES ● NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ● YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ● NO

HISTORICAL SIGNIFICANCE

☑ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: Bartlett Building

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1911 ARCHITECT(S): Parkinson & Bergstrom

ARCHITECTURAL STYLE: Beaux Arts

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

OWNER SIGNATURE	DATE	OWNER SIGNATURE	DATE
	3/30/15		
Dimitri Beshkov			
PRINT NAME		PRINT NAME	

EXHIBIT "A"

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 W. 7th Street #709

OWNER(S) OF PROPERTY: Jonathan Smith

OWNER(S) MAILING ADDRESS: 215 W. 7th Street #709

HOME TELEPHONE: 213.713.0267 WORK TELEPHONE:

MOBILE TELEPHONE: 213.713.0267 ALTERNATE TELEPHONE:

OWNER(S) EMAIL: tsjonny1@gmail.com ALTERNATE EMAIL:

PROPERTY INFORMATION

Legal Description: TRACT: 5412I-C BLOCK: None LOT: 1 ARB:

Assessor Identification Number (AIN): 5144 - 026 - 080 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: 3/7/2005 MOST RECENT ASSESSED VALUE: 232,000

OWNER OCCUPIED: ● YES ○ NO USE: ● SINGLE-FAMILY DWELLING ○ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ○ YES ● NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ● YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ● NO

HISTORICAL SIGNIFICANCE

☒ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: Bartlett Building

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1911 ARCHITECT(S): Parkinson & Bergstrom

ARCHITECTURAL STYLE: Beaux Arts

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

OWNER SIGNATURE	DATE	OWNER SIGNATURE	DATE
	3/31/15		
Jonathan Smith	3/31/15		
PRINT NAME		PRINT NAME	

EXHIBIT "A"

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 W. 7th St #710, Los Angeles, CA 90014

OWNER(S) OF PROPERTY: Ulysses Romero

OWNER(S) MAILING ADDRESS: See above

HOME TELEPHONE: (213) 806-0054 WORK TELEPHONE: ( )

MOBILE TELEPHONE: ( ) ALTERNATE TELEPHONE: ( )

OWNER(S) EMAIL: uromero@tmcoffee.com ALTERNATE EMAIL:

PROPERTY INFORMATION

Legal Description: TRACT: 54121-C BLOCK: None LOT: 1 ARB:

Assessor Identification Number (AIN): 5144 - 026 - 081 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: 8/11 MOST RECENT ASSESSED VALUE: $169,064

OWNER OCCUPIED: (X) YES ( ) NO USE: ( ) SINGLE-FAMILY DWELLING (•) MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ( ) YES (X) NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? (X) YES ( ) NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ( ) YES (X) NO

HISTORICAL SIGNIFICANCE

[•] HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: Bartlett Building

[ ] CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1911 ARCHITECT(S): Parkinson & Bergstrom

ARCHITECTURAL STYLE: Beaux Arts

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

OWNER SIGNATURE	DATE	OWNER SIGNATURE	DATE
3/30/15			
Ulysses Romero			
PRINT NAME		PRINT NAME	

EXHIBIT "A"

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 W 7th St, Apt 711 Los Angeles, CA 90014

OWNER(S) OF PROPERTY: Kent R. Rossman and Helen H. Chao

OWNER(S) MAILING ADDRESS: 809 Stendhal Lane Cupertino, 95014

HOME TELEPHONE: _____ WORK TELEPHONE: _____

MOBILE TELEPHONE: 650.248.3818 ALTERNATE TELEPHONE: 408.391.8413

OWNER(S) EMAIL: helenhchao32@yahoo.com ALTERNATE EMAIL: _____

PROPERTY INFORMATION

Legal Description: TRACT: 54121 BLOCK: _____ LOT: 1 ARB: _____

Assessor Identification Number (AIN): 5144 - 026 - 082 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: 11/29/2011 MOST RECENT ASSESSED VALUE: $153,693

OWNER OCCUPIED: YES ◉ NO USE: SINGLE-FAMILY DWELLING ◉ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION?	YES	NA
TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE?	(YES)	NO
ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT?	YES	NO

HISTORICAL SIGNIFICANCE

HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: BARTLETT BLDG

CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: _____ ARCHITECT(S): _____

ARCHITECTURAL STYLE: _____

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

OWNER SIGNATURE	DATE	OWNER SIGNATURE	DATE
	3/27/15		3/27/15
Kent R. Rossman		Helen H. Chao	
PRINT NAME		PRINT NAME	

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 W. 7th St. UNIT 801 LOS ANGELES, CA 90014

OWNER(S) OF PROPERTY: BRIAN KRUSKY / OSCAR RODRIGUEZ

OWNER(S) MAILING ADDRESS: 215 W. 7th St. unit 801 LA, CA 90014

HOME TELEPHONE: _____ WORK TELEPHONE: _____

MOBILE TELEPHONE: 323-356-8444 ALTERNATE TELEPHONE: _____

OWNER(S) EMAIL: bharriske@gmail.com ALTERNATE EMAIL: _____

PROPERTY INFORMATION

Legal Description: TRACT: 54121-C BLOCK: None LOT: 1 ARB: _____

Assessor Identification Number (AIN): 5144 - 026 - 084 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: MARCH 15 2006 MOST RECENT ASSESSED VALUE: $312,577

OWNER OCCUPIED: ☒ YES ☐ NO USE: ☐ SINGLE-FAMILY DWELLING ◉ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ☐ YES ☒ NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ☒ YES ☐ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ☐ YES ☒ NO

HISTORICAL SIGNIFICANCE

☒ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: Bartlett Building

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1911 ARCHITECT(S): Parkinson & Bergstrom

ARCHITECTURAL STYLE: Beaux Arts

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

OWNER SIGNATURE	DATE	OWNER SIGNATURE	DATE
	03-30-2015		03-30-2015
BRIAN KRUSKY		OSCAR RODRIGUEZ	
PRINT NAME		PRINT NAME	

EXHIBIT "A"

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 W 7th ST. UNIT 802

OWNER(S) OF PROPERTY: ALISTAIR I. CHANG

OWNER(S) MAILING ADDRESS: 215 W 7th St. unit 802, LOS ANGELES, CA 90014

HOME TELEPHONE: N/A WORK TELEPHONE: 213 327 2870

MOBILE TELEPHONE: 818 294 6316 ALTERNATE TELEPHONE: N/A

OWNER(S) EMAIL: sublimediscourse@gmail.com ALTERNATE EMAIL:

PROPERTY INFORMATION

Legal Description: TRACT: 54121-C BLOCK: LOT: 1 ARB:

Assessor Identification Number (AIN): 5144 - 026 - 085 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: JUNE 13, 2008 MOST RECENT ASSESSED VALUE: $249,800

OWNER OCCUPIED: ☑ YES ○ NO USE: ○ SINGLE-FAMILY DWELLING ○ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ○ YES ☑ NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ☑ YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ☑ NO

HISTORICAL SIGNIFICANCE

☑ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: HCM NAME: BARLETT BUILDING

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: HISTORIC PROPERTY NAME:

ORIGINAL CONSTRUCTION DATE: 1911 ARCHITECT(S): PARKINSON & BERGSTROM

ARCHITECTURAL STYLE: BEAUX ART

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

OWNER SIGNATURE	DATE	OWNER SIGNATURE	DATE
03/28/15			
ALISTAIR I. CHANG			
PRINT NAME		PRINT NAME	

EXHIBIT "A"

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 W. 7th St. Unit #803, Los Angeles, Ca 90014

OWNER(S) OF PROPERTY: Margy Villa

OWNER(S) MAILING ADDRESS: Same

HOME TELEPHONE: — WORK TELEPHONE: —

MOBILE TELEPHONE: (310) 483-9522 ALTERNATE TELEPHONE: —

OWNER(S) EMAIL: margyelaine villa@gmail.com ALTERNATE EMAIL: —

PROPERTY INFORMATION

Legal Description: TRACT: 54121-C BLOCK: None LOT: 1 ARB: —

Assessor Identification Number (AIN): 5144 - 026 - 086 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: 12/15/2014 MOST RECENT ASSESSED VALUE: $201,000

OWNER OCCUPIED: ○ YES ○ NO USE: ○ SINGLE-FAMILY DWELLING ◉ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ○ YES ✕ NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ✕ YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ✕ NO

HISTORICAL SIGNIFICANCE

☑ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: — HCM NAME: Bartlett Building

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: — HISTORIC PROPERTY NAME: —

ORIGINAL CONSTRUCTION DATE: 1911 ARCHITECT(S): Parkinson & Bergstrom

ARCHITECTURAL STYLE: Beaux Arts

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Margy Villa 3/28/2015 — —

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Margy Villa —

PRINT NAME PRINT NAME

EXHIBIT "A"

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 W 7TH STREET # 804 LOS ANGELES 90014

OWNER(S) OF PROPERTY: KURT DANA MAXEY

OWNER(S) MAILING ADDRESS: 215 W 7TH STREET # 804 LA CA 90014

HOME TELEPHONE: 213. 683.4822 WORK TELEPHONE: _____

MOBILE TELEPHONE: _____ ALTERNATE TELEPHONE: _____

OWNER(S) EMAIL: KURTDMAXEY@GMAIL.COM ALTERNATE EMAIL: _____

PROPERTY INFORMATION

Legal Description: TRACT: 54121-C BLOCK: None LOT: 1 ARB: _____

Assessor Identification Number (AIN): 5144 - 026 - 087 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: 12-1-2005 MOST RECENT ASSESSED VALUE: ~~$~~ 375,000.00

OWNER OCCUPIED: (X) YES ( ) NO USE: ( ) SINGLE-FAMILY DWELLING (•) MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ( ) YES (X) NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? (X) YES ( ) NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ( ) YES (X) NO

HISTORICAL SIGNIFICANCE

[•] HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: Bartlett Building

[ ] CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1911 ARCHITECT(S): Parkinson & Bergstrom

ARCHITECTURAL STYLE: Beaux Arts

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Kurt D. Maxey 3-31-15 _____ _____

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

KURT D MAXEY 3-31-15 _____

PRINT NAME PRINT NAME

EXHIBIT "A"

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 W 7th St # 805 Los Angeles 90014

OWNER(S) OF PROPERTY: Brian Blake + Roger Gendron

OWNER(S) MAILING ADDRESS: 215 W 7th St #805 Los Angeles 90014

HOME TELEPHONE: 213-612-3099 WORK TELEPHONE: 818-571-4390

MOBILE TELEPHONE: 818-571-4390 ALTERNATE TELEPHONE: 818-207-3390

OWNER(S) EMAIL: RJGROGER@gmail.com ALTERNATE EMAIL: brianblake7@gmail.com

PROPERTY INFORMATION

Legal Description: TRACT: 54121-C BLOCK: None LOT: 1 ARB: _____

Assessor Identification Number (AIN): 5144 - 026 - 088 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: 4/7/2006 MOST RECENT ASSESSED VALUE: $380,000

OWNER OCCUPIED: (X) YES ( ) NO USE: ( ) SINGLE-FAMILY DWELLING (•) MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ( ) YES (X) NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? (X) YES ( ) NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ( ) YES (X) NO

HISTORICAL SIGNIFICANCE

[•] HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: Bartlett Building

[ ] CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1911 ARCHITECT(S): Parkinson & Bergstrom

ARCHITECTURAL STYLE: Beaux Arts

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Brian Blake 3/30/2015 R Gendron 3/30/2015

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Brian Blake Roger Gendron

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 W 7TH #807 LA CA 90014

OWNER(S) OF PROPERTY: JOSEPH PITTARELLI

OWNER(S) MAILING ADDRESS: SAME AS ABOVE

HOME TELEPHONE: 415-290-1307 WORK TELEPHONE: 213-687-4444

MOBILE TELEPHONE: _____ ALTERNATE TELEPHONE: _____

OWNER(S) EMAIL: JOSEPH@WURSTKUCHE.COM ALTERNATE EMAIL: _____

PROPERTY INFORMATION

Legal Description: TRACT: 54121-C BLOCK: None LOT: 1 ARB: _____

Assessor Identification Number (AIN): 5144 - 026 - 090 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: ~~2007~~ 4/14/2008 MOST RECENT ASSESSED VALUE: $348,235

OWNER OCCUPIED: (X) YES ( ) NO USE: ( ) SINGLE-FAMILY DWELLING (•) MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ( ) YES (X) NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? (X) YES ( ) NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ( ) YES (X) NO

HISTORICAL SIGNIFICANCE

[•] HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: Bartlett Building

[ ] CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1911 ARCHITECT(S): Parkinson & Bergstrom

ARCHITECTURAL STYLE: Beaux Arts

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

J. Pittarelli 3/27/15 _____ _____

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

JOSEPH Pittarelli _____

PRINT NAME PRINT NAME

EXHIBIT "A"

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 7th Street #811

OWNER(S) OF PROPERTY: Lynne Elizabeth Lande

OWNER(S) MAILING ADDRESS: 215 7th St. #811, LA, CA 90012

HOME TELEPHONE: _____ WORK TELEPHONE: _____

MOBILE TELEPHONE: (917) 817.1472 ALTERNATE TELEPHONE: _____

OWNER(S) EMAIL: elizabeth@LandeRealty.com ALTERNATE EMAIL: TheLandegroup@gmail.com

PROPERTY INFORMATION

Legal Description: TRACT: 54121-C BLOCK: None LOT: 1 ARB: _____

Assessor Identification Number (AIN): 5144 - 026 - 094 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: MARCH 2015 MOST RECENT ASSESSED VALUE: $405,000

OWNER OCCUPIED: (●) YES ( ) NO USE: (●) SINGLE-FAMILY DWELLING ( ) MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ( ) YES (●) NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? (●) YES ( ) NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ( ) YES (●) NO

HISTORICAL SIGNIFICANCE

[●] HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: Bartlett Building

[ ] CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1911 ARCHITECT(S): Parkinson & Bergstrom

ARCHITECTURAL STYLE: Beaux Arts

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Lynne Elizabeth Lande 3/29/15 _____ _____

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

LYNNE ELIZABETH LANDE _____

PRINT NAME PRINT NAME

EXHIBIT "A"

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 W. 7th St #812

OWNER(S) OF PROPERTY: Parker Sims

OWNER(S) MAILING ADDRESS: 215 W 7th St. #812

HOME TELEPHONE: 502-777-0124 WORK TELEPHONE: 818-392-3207

MOBILE TELEPHONE: 502-777-0124 ALTERNATE TELEPHONE:

OWNER(S) EMAIL: parksims@gmail.com ALTERNATE EMAIL: parker@imtglobal.inc.com

PROPERTY INFORMATION

Legal Description: TRACT: 54121-C BLOCK: None LOT: 1 ARB:

Assessor Identification Number (AIN): 5144 - 026 - 095 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: 07/16/2013 MOST RECENT ASSESSED VALUE: $360,000

OWNER OCCUPIED: (X) YES ( ) NO USE: ( ) SINGLE-FAMILY DWELLING (•) MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ( ) YES (X) NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? (X) YES ( ) NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ( ) YES (X) NO

HISTORICAL SIGNIFICANCE

[•] HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: Bartlett Building

[ ] CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1911 ARCHITECT(S): Parkinson & Bergstrom

ARCHITECTURAL STYLE: Beaux Arts

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Parker Sims 03/30/15 _____ _____

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Parker Sims _____

PRINT NAME PRINT NAME

EXHIBIT "A"

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 W 7th St. #903 Los Angeles, CA 90014

OWNER(S) OF PROPERTY: Lena Q. Bailey & Michael P. Bailey

OWNER(S) MAILING ADDRESS: 215 W 7th St. #903 Los Angeles, CA 90014

HOME TELEPHONE: 626.374.4217 WORK TELEPHONE: d

MOBILE TELEPHONE: d ALTERNATE TELEPHONE: 626 372.0480

OWNER(S) EMAIL: lqbailey@hotmail.com ALTERNATE EMAIL: emailmpb75@gmail.com

PROPERTY INFORMATION

Legal Description: TRACT: 54121-C BLOCK: None LOT: 1 ARB: _____

Assessor Identification Number (AIN): 5144 - 026 - 098 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: 03.26.07 MOST RECENT ASSESSED VALUE: _____

OWNER OCCUPIED: ☒ YES ○ NO USE: ☒ SINGLE-FAMILY DWELLING ○ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ○ YES ☒ NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ☒ YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ☒ NO

HISTORICAL SIGNIFICANCE

☒ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: Bartlett Building

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1911 ARCHITECT(S): Parkinson & Bergstrom

ARCHITECTURAL STYLE: Beaux Arts

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

[signature] 3-31-15 [signature] 03.31.15

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Lena Q. Bailey Michael P. Bailey

PRINT NAME PRINT NAME

EXHIBIT "A"

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 W 7TH ST. #904, LA, CA 90014

OWNER(S) OF PROPERTY: DOMINIC & JENNA BERBEO

OWNER(S) MAILING ADDRESS: SEE ABOVE

HOME TELEPHONE: (213) 623-2265 WORK TELEPHONE: (213) 978-1894

MOBILE TELEPHONE: (323) 633-2402 ALTERNATE TELEPHONE:

OWNER(S) EMAIL: DABERBEO@HOTMAIL.COM ALTERNATE EMAIL:

PROPERTY INFORMATION

Legal Description: TRACT: 54121-C BLOCK: None LOT: 1 ARB:

Assessor Identification Number (AIN): 5144 - 026 - 099 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: 9/2007 MOST RECENT ASSESSED VALUE: $385,736

OWNER OCCUPIED: ☑ YES ○ NO USE: ○ SINGLE-FAMILY DWELLING ◉ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ○ YES ☑ NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ☑ YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ☑ NO

HISTORICAL SIGNIFICANCE

☑ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: HCM NAME: Bartlett Building

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: HISTORIC PROPERTY NAME:

ORIGINAL CONSTRUCTION DATE: 1911 ARCHITECT(S): Parkinson & Bergstrom

ARCHITECTURAL STYLE: Beaux Arts

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Dominic Berbeo 3/29/15

OWNER SIGNATURE DATE

DOMINIC BERBEO

PRINT NAME

Jenna Berbeo 3/29/15

OWNER SIGNATURE DATE

Jenna Berbeo

PRINT NAME

EXHIBIT "A"

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 West 7th Street # 906 Los Angeles CA 90014

OWNER(S) OF PROPERTY: Michael Castagnetti

OWNER(S) MAILING ADDRESS: 549 Venice Way #2 Venice, CA 90291

HOME TELEPHONE: (310) 664-7036 WORK TELEPHONE: _____

MOBILE TELEPHONE: _____ ALTERNATE TELEPHONE: _____

OWNER(S) EMAIL: _____ ALTERNATE EMAIL: _____

PROPERTY INFORMATION

Legal Description: TRACT: TR 54121 BLOCK: _____ LOT: 1 ARB: _____

Assessor Identification Number (AIN): 5144 - 026 - 101 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: 1/30/2009 MOST RECENT ASSESSED VALUE: $210,094

OWNER OCCUPIED: ○ YES ◉ NO USE: ○ SINGLE-FAMILY DWELLING ◉ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ○ YES ◉ NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ◉ YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ◉ NO

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: Bartlett Building

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: _____ ARCHITECT(S): _____

ARCHITECTURAL STYLE: _____

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Michele Castagnetti Digitally signed by Michele Castagnetti DN: cn=Michele Castagnetti, o, ou, email=michele.castagnetti@gmail.com, c=US Date: 2015.03.28 09:39:55 -07'00' 3/28/15

OWNER SIGNATURE DATE

Michele Castagnetti

PRINT NAME

Michele Castagnetti Digitally signed by Michele Castagnetti DN: cn=Michele Castagnetti, o, ou, email=michele.castagnetti@gmail.com, c=US Date: 2015.03.28 09:40:09 -07'00' 3/28/15

OWNER SIGNATURE DATE

Michele Castagnetti

PRINT NAME

EXHIBIT "A"

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 W. 7th St #907 L.A, CA 90014

OWNER(S) OF PROPERTY: Julie Irene Foster, Trustee of the Julie Irene Foster 2008 Trust

OWNER(S) MAILING ADDRESS: 8416 Skyline Dr. LA CA 90046

HOME TELEPHONE: _____ WORK TELEPHONE: _____

MOBILE TELEPHONE: 310-739-1316 ALTERNATE TELEPHONE: _____

OWNER(S) EMAIL: julef@radarworks.com ALTERNATE EMAIL: _____

PROPERTY INFORMATION

Legal Description: TRACT: 54121-C BLOCK: None LOT: 1 ARB: _____

Assessor Identification Number (AIN): 5144 - 026 - 102 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: 2000 MOST RECENT ASSESSED VALUE: N/A

OWNER OCCUPIED: ○ YES ○ NO USE: ○ SINGLE-FAMILY DWELLING ◉ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ○ YES ☒ NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ☒ YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ☒ NO

HISTORICAL SIGNIFICANCE

☒ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: Bartlett Building

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1911 ARCHITECT(S): Parkinson & Bergstrom

ARCHITECTURAL STYLE: Beaux Arts

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Julie Foster 3/31/15 _____ _____

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Julie Foster _____

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 W. 7th St. #909

OWNER(S) OF PROPERTY: Kebr-Shin & Martha Li

OWNER(S) MAILING ADDRESS: 1141 Via Parral

HOME TELEPHONE: [illegible] WORK TELEPHONE:

MOBILE TELEPHONE: (213) 465-9536 ALTERNATE TELEPHONE:

OWNER(S) EMAIL: heronancy@gmail.com ALTERNATE EMAIL:

PROPERTY INFORMATION

Legal Description: TRACT: 54121-C BLOCK: None LOT: 1 ARB:

Assessor Identification Number (AIN): 5144 - 026 - 104 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: 08/2008 MOST RECENT ASSESSED VALUE: $198,540

OWNER OCCUPIED: (•) YES ( ) NO USE: ( ) SINGLE-FAMILY DWELLING (•) MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ( ) YES (•) NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? (•) YES ( ) NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ( ) YES (•) NO

HISTORICAL SIGNIFICANCE

[•] HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: Bartlett Building

[ ] CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1911 ARCHITECT(S): Parkinson & Bergstrom

ARCHITECTURAL STYLE: Beaux Arts

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

[signature] 3/29/15 _____ _____

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Nancy Li on behalf of Kebr-Shin & Martha Li _____

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 W. 7th Street, Unit # 911, Los Angeles, CA 90014

OWNER(S) OF PROPERTY: Amit Tidhar

OWNER(S) MAILING ADDRESS: 24348 La Masina Court, Calabasas, CA 91302

HOME TELEPHONE: / WORK TELEPHONE: /

MOBILE TELEPHONE: 818 9749849 ALTERNATE TELEPHONE:

OWNER(S) EMAIL: AmitTidhar@yahoo.com ALTERNATE EMAIL: laurentidhar@aol.com

PROPERTY INFORMATION

Legal Description: TRACT: 54121 BLOCK: LOT: 1 ARB:

Assessor Identification Number (AIN): 5144 - 026 - 106 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: 9/7/2012 MOST RECENT ASSESSED VALUE: $133,201

OWNER OCCUPIED: ○ YES ◉ NO USE: ○ SINGLE-FAMILY DWELLING ◉ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ○ YES ○ NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ◉ YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ◉ NO

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: HCM NAME: Bartlett Building

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: HISTORIC PROPERTY NAME:

ORIGINAL CONSTRUCTION DATE: ARCHITECT(S):

ARCHITECTURAL STYLE:

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Amit Tidhar

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 West 7th Street #912, Los Angeles, CA 90014

OWNER(S) OF PROPERTY: Dennis M. Hunter

OWNER(S) MAILING ADDRESS: 215 West 7th St. #912, Los Angeles, CA 90014

HOME TELEPHONE: 310 463-1724 WORK TELEPHONE: 310 244-6563

MOBILE TELEPHONE: 310 463-1724 ALTERNATE TELEPHONE: —

OWNER(S) EMAIL: denhunte@gmail.com ALTERNATE EMAIL: Dennis_Hunter@spe.sony.com

PROPERTY INFORMATION

Legal Description: TRACT: 54121-C BLOCK: None LOT: 1 ARB:

Assessor Identification Number (AIN): 5144 - 026 - 107 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: 7-15-05 MOST RECENT ASSESSED VALUE: $354,000

OWNER OCCUPIED: ☒ YES ☐ NO USE: ☐ SINGLE-FAMILY DWELLING ☉ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ☐ YES ☒ NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ☒ YES ☐ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ☐ YES ☒ NO

HISTORICAL SIGNIFICANCE

☉ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: Bartlett Building

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1911 ARCHITECT(S): Parkinson & Bergstrom

ARCHITECTURAL STYLE: Beaux Arts

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Dennis M. Hunter 3-27-15 _____ _____

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Dennis M. Hunter _____

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 West 7th Street, #1003, LOS ANGELES, CA 90014

OWNER(S) OF PROPERTY: Matthew Carrillo

OWNER(S) MAILING ADDRESS: 2768 Gum Circle, Simi Valley, CA 93065

HOME TELEPHONE: (805) 210-5604 WORK TELEPHONE: (213) 248-2896

MOBILE TELEPHONE: (818) 481-4798 ALTERNATE TELEPHONE:

OWNER(S) EMAIL: mattcarrillo73@yahoo.com ALTERNATE EMAIL: matthew.carrillo@anthem.com

PROPERTY INFORMATION

Legal Description: TRACT: 54121 BLOCK: LOT: 1 ARB:

Assessor Identification Number (AIN): 5144 - 026 - 110 COUNCIL DISTRICT NO.:

PROPERTY PURCHASE DATE: MOST RECENT ASSESSED VALUE: $272,780.00

OWNER OCCUPIED: YES • NO USE: • SINGLE-FAMILY DWELLING ✓ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? YES • NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? • YES NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? YES • NO

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: HCM NAME: BARTLETT BLOG

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: HISTORIC PROPERTY NAME:

ORIGINAL CONSTRUCTION DATE: 1911 ARCHITECT(S): Parkinson and Bergstrom

ARCHITECTURAL STYLE: BEAUX ARTS

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

OWNER SIGNATURE	DATE	OWNER SIGNATURE	DATE
	3/30/15		
Matthew A. Carrillo			
PRINT NAME		PRINT NAME	

EXHIBIT "A"

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 W. 7th Street, Unit # 604 Los Angeles, CA 90014

OWNER(S) OF PROPERTY: Amit Tidhar

OWNER(S) MAILING ADDRESS: 24348 La Masina Court, Calabasas, CA 91302

HOME TELEPHONE: / WORK TELEPHONE: /

MOBILE TELEPHONE: 818 974 9849 ALTERNATE TELEPHONE:

OWNER(S) EMAIL: AmitTidhar@yahoo.com ALTERNATE EMAIL: laurentidhar@aol.com

PROPERTY INFORMATION

Legal Description: TRACT: 54121 BLOCK: LOT: 1 ARB:

Assessor Identification Number (AIN): 5144 - 026 - 111 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: 9/7/2012 MOST RECENT ASSESSED VALUE: $152,586

OWNER OCCUPIED: ○ YES ◉ NO USE: ○ SINGLE-FAMILY DWELLING ◉ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ○ YES ○ NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ◉ YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ◉ NO

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: HCM NAME: Bartlett Building

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: HISTORIC PROPERTY NAME:

ORIGINAL CONSTRUCTION DATE: ARCHITECT(S):

ARCHITECTURAL STYLE:

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Amit Tidhar

PRINT NAME PRINT NAME

EXHIBIT "A"

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 W. 7th St. #1005, Los Angeles, CA, 90014

OWNER(S) OF PROPERTY: Terry Roberts & Emmanuel Ramirez

OWNER(S) MAILING ADDRESS: as above

HOME TELEPHONE: none WORK TELEPHONE: 480-289-2929

MOBILE TELEPHONE: 310-770-7276 ALTERNATE TELEPHONE: 310-770-2013

OWNER(S) EMAIL: troberts47@gmail.com ALTERNATE EMAIL: eram33@gmail.com

PROPERTY INFORMATION

Legal Description: TRACT: 54121-C BLOCK: None LOT: 1 ARB: _____

Assessor Identification Number (AIN): 5144 - 026 - 112 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: July 2014 MOST RECENT ASSESSED VALUE: $377,000

OWNER OCCUPIED: ● YES ○ NO USE: ● SINGLE-FAMILY DWELLING ○ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ○ YES ● NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ● YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ● NO

HISTORICAL SIGNIFICANCE

☑ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: Bartlett Building

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1911 ARCHITECT(S): Parkinson & Bergstrom

ARCHITECTURAL STYLE: Beaux Arts

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

3-29-15 03/29/2015

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Terry Roberts Emmanuel Ramirez

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 W. 7th St. #1006, Los Angeles, CA, 90014

OWNER(S) OF PROPERTY: Terry Roberts & Emmanuel Ramirez

OWNER(S) MAILING ADDRESS: as above

HOME TELEPHONE: none WORK TELEPHONE: 480-289-2929

MOBILE TELEPHONE: 310-770-7276 ALTERNATE TELEPHONE: 310-770-2013

OWNER(S) EMAIL: troberts47@gmail.com ALTERNATE EMAIL: eram33@gmail.com

PROPERTY INFORMATION

Legal Description: TRACT: 54121-C BLOCK: None LOT: 1 ARB:

Assessor Identification Number (AIN): 5144 - 026 - 113 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: July 2014 MOST RECENT ASSESSED VALUE: $329,634

OWNER OCCUPIED: ● YES NO USE: ● SINGLE-FAMILY DWELLING MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? YES ● NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ● YES NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? YES ● NO

HISTORICAL SIGNIFICANCE

☑ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: HCM NAME: Bartlett Building

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: HISTORIC PROPERTY NAME:

ORIGINAL CONSTRUCTION DATE: 1911 ARCHITECT(S): Parkinson & Bergstrom

ARCHITECTURAL STYLE: Beaux Arts

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

3-29-15 — 03/29/2015

OWNER SIGNATURE — DATE — OWNER SIGNATURE — DATE

Terry Roberts — Emmanuel Ramirez

PRINT NAME — PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 W. 7th Street Unit 1011, Los Angeles, CA 90014

OWNER(S) OF PROPERTY: The Gernade Family Trust Elaine J and Michael D Gernade, Trustees

OWNER(S) MAILING ADDRESS: 2673 Newell Street Unit B, Los Angeles, CA 90039

HOME TELEPHONE: (213) 840-7359 WORK TELEPHONE: (323) 270-5640

MOBILE TELEPHONE: (213) 840-7359 ALTERNATE TELEPHONE: (323) 270-5640

OWNER(S) EMAIL: ebauti01@ucla.edu ALTERNATE EMAIL: mikedgernade@hotmail.com

PROPERTY INFORMATION

Legal Description: TRACT: 54121 BLOCK: - LOT: 1 ARB: _____

Assessor Identification Number (AIN): 5144 - 026 - 118 COUNCIL DISTRICT NO.: _____

PROPERTY PURCHASE DATE: 3/5/2005 MOST RECENT ASSESSED VALUE: $341,005.00

OWNER OCCUPIED: ○ YES • NO USE: • SINGLE-FAMILY DWELLING ○ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ○ YES • NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? • YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES • NO

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: BARTLETT BLDG

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1911 ARCHITECT(S): Parkinson and Bergstrom

ARCHITECTURAL STYLE: BEAUX ARTS

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Elaine Joy Gernade, Trustee 3/27/15 , Trustee 3/27/15

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Elaine Joy Gernade, Tr Michael D Gernade, Tr

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 W 7th St #1012 Los Angeles CA 90014

OWNER(S) OF PROPERTY: Allyson Connolly

OWNER(S) MAILING ADDRESS: Same as property add

HOME TELEPHONE: 215.205.1620 WORK TELEPHONE: n/a

MOBILE TELEPHONE: 215.205.1620 ALTERNATE TELEPHONE: n/a

OWNER(S) EMAIL: allysonconnolly@gmail ALTERNATE EMAIL: —

PROPERTY INFORMATION

Legal Description: TRACT: 54121-C BLOCK: None LOT: 1 ARB: _____

Assessor Identification Number (AIN): 5144 - 026 - 119 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: 5/13/2005 MOST RECENT ASSESSED VALUE: $354,000

OWNER OCCUPIED: (X) YES ( ) NO USE: ( ) SINGLE-FAMILY DWELLING (•) MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ( ) YES (X) NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? (X) YES ( ) NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ( ) YES (X) NO

HISTORICAL SIGNIFICANCE

[•] HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: Bartlett Building

[ ] CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1911 ARCHITECT(S): Parkinson & Bergstrom

ARCHITECTURAL STYLE: Beaux Arts

I AM (~~WE ARE~~) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

OWNER SIGNATURE	DATE	OWNER SIGNATURE	DATE
	3/30/15		
PRINT NAME		PRINT NAME	
Allyson Connolly			

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 W. 7th St # 1101

OWNER(S) OF PROPERTY: Wilson L. Lea

OWNER(S) MAILING ADDRESS: 215 W. 7th St. # 1101

HOME TELEPHONE: _____ WORK TELEPHONE: _____

MOBILE TELEPHONE: 951-218-5862 ALTERNATE TELEPHONE: _____

OWNER(S) EMAIL: Lwaustin@hotmail.com ALTERNATE EMAIL: _____

PROPERTY INFORMATION

Legal Description: TRACT: 54121-C BLOCK: None LOT: 1 ARB: _____

Assessor Identification Number (AIN): 5144 - 026 - 120 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: 11-1-2015 MOST RECENT ASSESSED VALUE: _____

OWNER OCCUPIED: ✓ YES ○ NO USE: ○ SINGLE-FAMILY DWELLING ◉ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ○ YES ○ ~~NA~~

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ○ ~~YES~~ ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ○ ~~NO~~

HISTORICAL SIGNIFICANCE

☑ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: Bartlett Building

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1911 ARCHITECT(S): Parkinson & Bergstrom

ARCHITECTURAL STYLE: Beaux Arts

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

[signature] 3-31-15 _____ _____

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Wilson L. Lea _____

PRINT NAME PRINT NAME

EXHIBIT "A"

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 W. 7th St. #1104, Los Angeles, CA 90014

OWNER(S) OF PROPERTY: Stephanie Archer

OWNER(S) MAILING ADDRESS: 215 W. 7th St. #1104, Los Angeles, CA 90014

HOME TELEPHONE: _____ WORK TELEPHONE: (310) 458-8626

MOBILE TELEPHONE: (323) 810-1971 ALTERNATE TELEPHONE: _____

OWNER(S) EMAIL: Sarcher05@hotmail.com ALTERNATE EMAIL: Stephanie.archer@lasngov.net

PROPERTY INFORMATION

Legal Description: TRACT: 54121-C BLOCK: None LOT: 1 ARB: _____

Assessor Identification Number (AIN): 5144 - 026 - 123 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: March 2005 MOST RECENT ASSESSED VALUE: $341,005

OWNER OCCUPIED: ☑ YES ○ NO USE: ○ SINGLE-FAMILY DWELLING ◉ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ○ YES ☑ NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ☑ YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ☑ NO

HISTORICAL SIGNIFICANCE

☑ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: Bartlett Building

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1911 ARCHITECT(S): Parkinson & Bergstrom

ARCHITECTURAL STYLE: Beaux Arts

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Stephanie Archer 3/28/15 _____ _____

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Stephanie Archer _____

PRINT NAME PRINT NAME

EXHIBIT "A"

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 W. 7th Street #1105 LA, CA 90014

OWNER(S) OF PROPERTY: Michael BAKER

OWNER(S) MAILING ADDRESS: Same as Above

HOME TELEPHONE: 213/921-6907 WORK TELEPHONE: 213-613-3128

MOBILE TELEPHONE: Same as above ALTERNATE TELEPHONE: —

OWNER(S) EMAIL: MBAKER8877@gmail.com ALTERNATE EMAIL: —

PROPERTY INFORMATION

Legal Description: TRACT: _____ BLOCK: _____ LOT: _____ ARB: _____

Assessor Identification Number (AIN): _____ - _____ - 124 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: 3/2005 MOST RECENT ASSESSED VALUE: $300,000

OWNER OCCUPIED: ◉ YES ○ NO USE: ○ SINGLE-FAMILY DWELLING ◉ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ○ YES ◉ NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ◉ YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ◉ NO

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: _____

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: _____ ARCHITECT(S): _____

ARCHITECTURAL STYLE: _____

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

OWNER SIGNATURE 3/31/15 DATE OWNER SIGNATURE DATE

Michael BAKER

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 W 7th St #1107, Los Angeles CA 90014

OWNER(S) OF PROPERTY: Bonnie Sheren (Bonnie R Sheren Trust)

OWNER(S) MAILING ADDRESS: 11074 Wrightwood Lane, Studio City CA 91604

HOME TELEPHONE: (323) 848-8200 WORK TELEPHONE:

MOBILE TELEPHONE: (818) 800-0535 ALTERNATE TELEPHONE:

OWNER(S) EMAIL: bsheren@sbcglobal.net ALTERNATE EMAIL:

PROPERTY INFORMATION

Legal Description: TRACT: BLOCK: LOT: ARB:

Assessor Identification Number (AIN): 5144 - 026 - 126 COUNCIL DISTRICT NO.:

PROPERTY PURCHASE DATE: 1/12/2009 MOST RECENT ASSESSED VALUE: $450,000.00

OWNER OCCUPIED: YES • NO USE: • SINGLE FAMILY DWELLING MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? YES • NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? • YES NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? YES • NO

HISTORICAL SIGNIFICANCE

☑ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: HCM NAME: BARTLETT BUILDING

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: HISTORIC PROPERTY NAME:

ORIGINAL CONSTRUCTION DATE: 1911 ARCHITECT(S): Parkinson & Bergstrom

ARCHITECTURAL STYLE: Beaux Arts

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Bonnie Sheren 3/12/15

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Bonnie Sheren

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 W 7TH STREET UNIT 1108

OWNER(S) OF PROPERTY: DENISE C PATEL TRUST

OWNER(S) MAILING ADDRESS: 409 CENTER ST EL SEGUNDO CA 90245

HOME TELEPHONE: 310 322-9195 WORK TELEPHONE:

MOBILE TELEPHONE: 626-392-3518 ALTERNATE TELEPHONE:

OWNER(S) EMAIL: DARMIANO@GMAIL.COM ALTERNATE EMAIL:

PROPERTY INFORMATION

Legal Description: TRACT: 54121-C BLOCK: None LOT: 1 ARB:

Assessor Identification Number (AIN): 5144 - 026 - 1271 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: 02/05/2009 MOST RECENT ASSESSED VALUE: $397,858.00

OWNER OCCUPIED: ○ YES ● NO USE: ○ SINGLE-FAMILY DWELLING ● MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ○ YES ● NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ● YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ● NO

HISTORICAL SIGNIFICANCE

☒ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: HCM NAME: Bartlett Building

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: HISTORIC PROPERTY NAME:

ORIGINAL CONSTRUCTION DATE: 1911 ARCHITECT(S): Parkinson & Bergstrom

ARCHITECTURAL STYLE: Beaux Arts

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Denise C Sanguedo Patel 3/30/15

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

DENISE C. SANGUEDO PATEL 3/30/15

PRINT NAME PRINT NAME

EXHIBIT "A"

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 W. 7th Street #1110, Los Angeles, CA 90014

OWNER(S) OF PROPERTY: Banderwood Holdings LLC

OWNER(S) MAILING ADDRESS: 1107 Fair Oaks Ave. #468, South Pasadena, CA 91030

HOME TELEPHONE: (323) 256-0248 WORK TELEPHONE: _____

MOBILE TELEPHONE: (626) 372-1511 ALTERNATE TELEPHONE: _____

OWNER(S) EMAIL: jcwu48@earthlink.net ALTERNATE EMAIL: _____

PROPERTY INFORMATION

Legal Description: TRACT: 54121 BLOCK: _____ LOT: 1 ARB: _____

Assessor Identification Number (AIN): 5144 - 026 - 129 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: 9/23/2011 MOST RECENT ASSESSED VALUE: $152,669.00

OWNER OCCUPIED: ○ YES ◉ NO USE: ○ SINGLE-FAMILY DWELLING ◉ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ○ YES ◉ NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ◉ YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ◉ NO

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: _____

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: BARTLETT BLDG

ORIGINAL CONSTRUCTION DATE: _____ ARCHITECT(S): _____

ARCHITECTURAL STYLE: _____

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

3/27/15

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Banderwood Holdings LLC by Janet Chao

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 W. 7TH ST. #1111, LOS ANGELES, CA 90014

OWNER(S) OF PROPERTY: MOHSEN ELETREBY / AHMED ELETREBY

OWNER(S) MAILING ADDRESS: 215 W. 7TH ST. #1111, LOS ANGELES, CA 90014

HOME TELEPHONE: _____ WORK TELEPHONE: _____

MOBILE TELEPHONE: (626) 757-3329 ALTERNATE TELEPHONE: _____

OWNER(S) EMAIL: mneletreby@yahoo.com ALTERNATE EMAIL: _____

PROPERTY INFORMATION

Legal Description: TRACT: 54121-C BLOCK: None LOT: 1 ARB: _____

Assessor Identification Number (AIN): 5144 - 026 - 130 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: 9/2014 MOST RECENT ASSESSED VALUE: $317,433

OWNER OCCUPIED: ☒ YES ☐ NO USE: ☐ SINGLE-FAMILY DWELLING ◉ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ☒ YES ☐ NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ☒ YES ☐ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ☐ YES ☒ NO

HISTORICAL SIGNIFICANCE

☒ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: Bartlett Building

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1911 ARCHITECT(S): Parkinson & Bergstrom

ARCHITECTURAL STYLE: Beaux Arts

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

_____ 3/29/15 _____ 3/29/15

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

MOHSEN ELETREBY AHMED ELETREBY

PRINT NAME PRINT NAME

EXHIBIT "A"

ATTACHMENT E

Owner: Ahmed Eletreby
Address: 3146 Rio Lempa Dr.
Hacienda Heights, CA 91745

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 W. 7th St. #1201, Los Angeles CA 90014

OWNER(S) OF PROPERTY: Ian Barnard and Aneil Rallin

OWNER(S) MAILING ADDRESS: 215 W. 7th St. #1201, Los Angeles CA 90014

HOME TELEPHONE: 213 624-4534 WORK TELEPHONE: _____

MOBILE TELEPHONE: 213 210-4331 ALTERNATE TELEPHONE: _____

OWNER(S) EMAIL: ibarnard@hotmail.com ALTERNATE EMAIL: _____

PROPERTY INFORMATION

Legal Description: TRACT: 54121-C BLOCK: None LOT: 1 ARB: _____

Assessor Identification Number (AIN): 5144 - 026 - 132 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: 2005 MOST RECENT ASSESSED VALUE: $338,732

OWNER OCCUPIED: ● YES ○ NO USE: ● SINGLE-FAMILY DWELLING ○ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ○ YES ● NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ● YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ● NO

HISTORICAL SIGNIFICANCE

☑ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: Bartlett Building

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1911 ARCHITECT(S): Parkinson & Bergstrom

ARCHITECTURAL STYLE: Beaux Arts

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

OWNER SIGNATURE	DATE	OWNER SIGNATURE	DATE
	3/28/15	Aneil Rallin	28 March 2015
Ian Barnard		ANEIL RALLIN	
PRINT NAME		PRINT NAME	

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 W 7th Street #1203

OWNER(S) OF PROPERTY: RODERICK CASTRO

OWNER(S) MAILING ADDRESS: 310 Channing Way #212, San Rafael, CA 90014

HOME TELEPHONE: _____ WORK TELEPHONE: _____

MOBILE TELEPHONE: 323-428-9224 ALTERNATE TELEPHONE: _____

OWNER(S) EMAIL: rmcastro@ucla.edu ALTERNATE EMAIL: roderimc@usc.edu

PROPERTY INFORMATION

Legal Description: TRACT: 54121-C BLOCK: None LOT: 1 ARB: _____

Assessor Identification Number (AIN): 5144 - 026 - 134 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: _____ MOST RECENT ASSESSED VALUE: $285,119

OWNER OCCUPIED: ○ YES ● NO USE: ○ SINGLE-FAMILY DWELLING ◉ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ○ YES ○ NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ○ YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ○ NO

HISTORICAL SIGNIFICANCE

☑ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: Bartlett Building

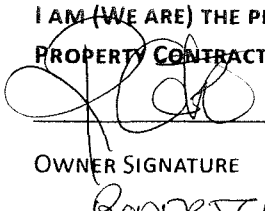
☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1911 ARCHITECT(S): Parkinson & Bergstrom

ARCHITECTURAL STYLE: Beaux Arts

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.



3/31/15

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

RODERICK CASTRO

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 W. 7th St. #1205 LOS ANGELES, CA 90014

OWNER(S) OF PROPERTY: David + Jeannine Denholm

OWNER(S) MAILING ADDRESS: same as above

HOME TELEPHONE: N/A WORK TELEPHONE: N/A

MOBILE TELEPHONE: 323-633-3528 ALTERNATE TELEPHONE: 323-633-3529

OWNER(S) EMAIL: dave@hbpprods.com ALTERNATE EMAIL: jdenholm2002@yahoo.com

PROPERTY INFORMATION

Legal Description: TRACT: 54121-C BLOCK: None LOT: 1 ARB:

Assessor Identification Number (AIN): 5144 - 026 - 136 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: FEB. 24, 2006 MOST RECENT ASSESSED VALUE: $ 426,100

OWNER OCCUPIED: (●) YES ( ) NO USE: ( ) SINGLE-FAMILY DWELLING (●) MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ( ) YES (●) NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? (●) YES ( ) NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ( ) YES (●) NO

HISTORICAL SIGNIFICANCE

[●] HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: Bartlett Building

[ ] CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1911 ARCHITECT(S): Parkinson & Bergstrom

ARCHITECTURAL STYLE: Beaux Arts

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

	3-29-15	Jeannine A Denholm	3-29-15
OWNER SIGNATURE	DATE	OWNER SIGNATURE	DATE
DAVID DENHOLM		JEANNINE DENHOLM	
PRINT NAME		PRINT NAME	

EXHIBIT "A"

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 W. 7th Street #1206, Los Angeles, CA 90014

OWNER(S) OF PROPERTY: Candice Roosjen

OWNER(S) MAILING ADDRESS: see property address

HOME TELEPHONE: — WORK TELEPHONE: —

MOBILE TELEPHONE: 661 330 0789 ALTERNATE TELEPHONE: 310 883 5766

OWNER(S) EMAIL: candiceroosjen@hotmail.com ALTERNATE EMAIL: —

PROPERTY INFORMATION

Legal Description: TRACT: 54121-C BLOCK: None LOT: 1 ARB: —

Assessor Identification Number (AIN): 5144 - 026 - 137 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: May 2009 MOST RECENT ASSESSED VALUE: $470,000

OWNER OCCUPIED: (X) YES ( ) NO USE: ( ) SINGLE-FAMILY DWELLING (•) MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ( ) YES (X) NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? (X) YES ( ) NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ( ) YES (X) NO

HISTORICAL SIGNIFICANCE

[•] HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: — HCM NAME: Bartlett Building

[ ] CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: — HISTORIC PROPERTY NAME: —

ORIGINAL CONSTRUCTION DATE: 1911 ARCHITECT(S): Parkinson & Bergstrom

ARCHITECTURAL STYLE: Beaux Arts

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

OWNER SIGNATURE — 3/9/15 DATE — OWNER SIGNATURE — DATE

Candice Roosjen — —

PRINT NAME — PRINT NAME

EXHIBIT "A"

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 W. 7th Street, Unit # 1207 Los Angeles, CA 90014

OWNER(S) OF PROPERTY: Amit Tidhar

OWNER(S) MAILING ADDRESS: 24348 La Masina Court, Calabasas, CA 91302

HOME TELEPHONE: ✓ WORK TELEPHONE: ✓

MOBILE TELEPHONE: 818 974 9849 ALTERNATE TELEPHONE:

OWNER(S) EMAIL: AmitTidhar@yahoo.com ALTERNATE EMAIL: laurentidhar@aol.com

PROPERTY INFORMATION

Legal Description: TRACT: 54121 BLOCK: LOT: 1 ARB:

Assessor Identification Number (AIN): 5144 - 026 - 138 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: 9/7/2012 MOST RECENT ASSESSED VALUE: $133,773

OWNER OCCUPIED: ○ YES ◉ NO USE: ○ SINGLE-FAMILY DWELLING ◉ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ○ YES ○ NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ◉ YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ◉ NO

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: HCM NAME: Bartlett Building

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: HISTORIC PROPERTY NAME:

ORIGINAL CONSTRUCTION DATE: ARCHITECT(S):

ARCHITECTURAL STYLE:

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Amit Tidhar

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 West 7th Street, Apt. 1208, Los Angeles, CA 90014

OWNER(S) OF PROPERTY: Catherine Lee Tomiczek

OWNER(S) MAILING ADDRESS: 215 West 7th Street, Apt. 1208, Los Angeles, CA 90014

HOME TELEPHONE: _____ WORK TELEPHONE: _____

MOBILE TELEPHONE: 917-716-4488 ALTERNATE TELEPHONE: _____

OWNER(S) EMAIL: ctomiczek@aol.com ALTERNATE EMAIL: _____

PROPERTY INFORMATION

Legal Description: TRACT: 54121-C BLOCK: None LOT: 1 ARB: _____

Assessor Identification Number (AIN): 5144 - 026 - 139 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: 1/21/2010 MOST RECENT ASSESSED VALUE: $ 205,330

OWNER OCCUPIED: (●) YES ( ) NO USE: (●) SINGLE-FAMILY DWELLING ( ) MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ( ) YES (●) NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? (●) YES ( ) NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ( ) YES (●) NO

HISTORICAL SIGNIFICANCE

[■] HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: Bartlett Building

[ ] CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1911 ARCHITECT(S): Parkinson & Bergstrom

ARCHITECTURAL STYLE: Beaux Arts

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

[signature] 3/30/2015 _____ _____

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Catherine Lee Tomiczek _____

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 W. 7th ST. #1209 LA CA

OWNER(S) OF PROPERTY: KAREN RAE

OWNER(S) MAILING ADDRESS: 120 ISLAND AVE #441 SAN DIEGO, CA 92101

HOME TELEPHONE: _____ WORK TELEPHONE: _____

MOBILE TELEPHONE: 760 668 6217 ALTERNATE TELEPHONE: _____

OWNER(S) EMAIL: karenandthecats@gmail.com ALTERNATE EMAIL: _____

PROPERTY INFORMATION

Legal Description: TRACT: 54121 BLOCK: _____ LOT: 1 ARB: _____

Assessor Identification Number (AIN): 5144 026 - 140 COUNCIL DISTRICT NO.: _____

PROPERTY PURCHASE DATE: _____ MOST RECENT ASSESSED VALUE: $157,945

OWNER OCCUPIED: YES X NO USE: SINGLE-FAMILY DWELLING MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION?	YES	NA
TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE?	X YES	NO
ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT?	YES	X NO

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: BARTLETT BLDG

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: _____ ARCHITECT(S): _____

ARCHITECTURAL STYLE: _____

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Karen Rae 3/30/15 _____ _____

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

KAREN RAE _____

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 W. 7TH ST., APT. 1210, LOS ANGELES, CA 90014

OWNER(S) OF PROPERTY: TUCKER CAPPS, JOHN CAPPS

OWNER(S) MAILING ADDRESS: 215 W 7TH ST., APT. 1210, L.A., CA 90014

HOME TELEPHONE: (206) 913-9859 WORK TELEPHONE:

MOBILE TELEPHONE: (206) 913-9859 ALTERNATE TELEPHONE:

OWNER(S) EMAIL: tuckercapps@gmail.com ALTERNATE EMAIL:

PROPERTY INFORMATION

Legal Description: TRACT: 54121-C BLOCK: None LOT: 1 ARB:

Assessor Identification Number (AIN): 5144 - 026 - 141 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: 10/18/2013 MOST RECENT ASSESSED VALUE: $444,500

OWNER OCCUPIED: ● YES ○ NO USE: ○ SINGLE-FAMILY DWELLING ◉ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ○ YES ● NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ● YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ● NO

HISTORICAL SIGNIFICANCE

☑ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: HCM NAME: Bartlett Building

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: HISTORIC PROPERTY NAME:

ORIGINAL CONSTRUCTION DATE: 1911 ARCHITECT(S): Parkinson & Bergstrom

ARCHITECTURAL STYLE: Beaux Arts

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

OWNER SIGNATURE — DATE: 3/28/15

OWNER SIGNATURE — DATE: 3/27/15

TUCKER CAPPS

PRINT NAME

John Capps

PRINT NAME

EXHIBIT "A"

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 WEST 7th STREET, #1212, LOS ANGELES CA 90014

OWNER(S) OF PROPERTY: LEON AND KADJY JONES

OWNER(S) MAILING ADDRESS: 215 WEST 7th STREET, #1212, LOS ANGELES CA 90014

HOME TELEPHONE: 626 676 3091 WORK TELEPHONE: 213 234 9118

MOBILE TELEPHONE: 626 676 3091 ALTERNATE TELEPHONE: 626 392 6336

OWNER(S) EMAIL: L3ONJON3S@YAHOO.COM ALTERNATE EMAIL: KADJY1@YAHOO.COM

PROPERTY INFORMATION

Legal Description: TRACT: 54121-C BLOCK: None LOT: 1 ARB: _____

Assessor Identification Number (AIN): 5144 - 026 - 143 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: 03-04-05 MOST RECENT ASSESSED VALUE: $346,692

OWNER OCCUPIED: (X) YES ( ) NO USE: ( ) SINGLE-FAMILY DWELLING (•) MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ( ) YES (X) NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? (X) YES ( ) NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ( ) YES (X) NO

HISTORICAL SIGNIFICANCE

[•] HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: Bartlett Building

[ ] CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1911 ARCHITECT(S): Parkinson & Bergstrom

ARCHITECTURAL STYLE: Beaux Arts

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

OWNER SIGNATURE	DATE	OWNER SIGNATURE	DATE
	03-28-15		3-28-15
LEON JONES		K. JONES (KADJY)	3-28-15
PRINT NAME		PRINT NAME	

EXHIBIT "A"

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 W. 7th St. # 1301 LA CA

OWNER(S) OF PROPERTY: KAREN RAE

OWNER(S) MAILING ADDRESS: 120 ISLAND AVE #441 SAN DIEGO CA 92101

HOME TELEPHONE: _____ WORK TELEPHONE: _____

MOBILE TELEPHONE: 760 668 6219 ALTERNATE TELEPHONE: _____

OWNER(S) EMAIL: _____ ALTERNATE EMAIL: _____

PROPERTY INFORMATION

Legal Description: TRACT: 54121 BLOCK: _____ LOT: 1 ARB: _____

Assessor Identification Number (AIN): 5144 - 026 - 144 COUNCIL DISTRICT NO.: _____

PROPERTY PURCHASE DATE: _____ MOST RECENT ASSESSED VALUE: $475,000

OWNER OCCUPIED: YES X NO USE: SINGLE-FAMILY DWELLING MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? YES NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? X YES NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? YES X NO

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: BARTLETT BLOCK

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: _____ ARCHITECT(S): _____

ARCHITECTURAL STYLE: _____

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Karen Rae 3/30/15 _____ _____

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

KAREN RAE _____

PRINT NAME PRINT NAME

EXHIBIT "A"

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 W 7th St. #1302 Los Angeles CA 90014

OWNER(S) OF PROPERTY: Johnny Byul Lee

OWNER(S) MAILING ADDRESS: 215 W 7th St. #1302 Los Angeles CA 90014

HOME TELEPHONE: 213-842-4191 WORK TELEPHONE:

MOBILE TELEPHONE: ALTERNATE TELEPHONE: 213-400-8505

OWNER(S) EMAIL: Johnnybyulleeeegmail.com ALTERNATE EMAIL:

PROPERTY INFORMATION

Legal Description: TRACT: 54121-C BLOCK: None LOT: 1 ARB:

Assessor Identification Number (AIN): 5144 - 026 - 145 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: April 2012 MOST RECENT ASSESSED VALUE: $229,004

OWNER OCCUPIED: (•) YES ( ) NO USE: ( ) SINGLE-FAMILY DWELLING (•) MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ( ) YES (•) NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? (•) YES ( ) NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ( ) YES (•) NO

HISTORICAL SIGNIFICANCE

[•] HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: HCM NAME: Bartlett Building

[ ] CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: HISTORIC PROPERTY NAME:

ORIGINAL CONSTRUCTION DATE: 1911 ARCHITECT(S): Parkinson & Bergstrom

ARCHITECTURAL STYLE: Beaux Arts

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

OWNER SIGNATURE	DATE	OWNER SIGNATURE	DATE
	3/28/15		
PRINT NAME		PRINT NAME	
Johnny Byul Lee			

EXHIBIT "A"

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 W. 7th Street, Unit 1306, Los Angeles, CA

OWNER(S) OF PROPERTY: Anthony King, Shih-Chih Lin

OWNER(S) MAILING ADDRESS: 4432 Sandburg Way, Irvine, CA 92612

HOME TELEPHONE: (949) 910-1282 WORK TELEPHONE: (949) 387-2885

MOBILE TELEPHONE: (949) 910-1282 ALTERNATE TELEPHONE:

OWNER(S) EMAIL: frescama@gmail.com ALTERNATE EMAIL: aking@wpatca.com

PROPERTY INFORMATION

Legal Description: TRACT: 54121 BLOCK: LOT: 1 ARB:

Assessor Identification Number (AIN): 5114 - 026 - 149 COUNCIL DISTRICT NO.:

PROPERTY PURCHASE DATE: 10/1/2013 MOST RECENT ASSESSED VALUE: $520,000.00

OWNER OCCUPIED: ○ YES ◉ NO USE: ○ SINGLE-FAMILY DWELLING ◉ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ○ YES ◉ NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ◉ YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ◉ NO

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: HCM NAME: Bartlett Building

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: HISTORIC PROPERTY NAME:

ORIGINAL CONSTRUCTION DATE: 1911 ARCHITECT(S): Parkinson and Bergstrom

ARCHITECTURAL STYLE: Beaux Arts

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Anthony King — Digitally signed by Anthony King, DN: cn=Anthony King, o, ou, email=aking@wpatca.com, c=US, Date: 2015.03.30 17:22:57 -07'00' — 3/30/15

OWNER SIGNATURE DATE

Shih-Chih Lin — Digitally signed by Shih-Chih Lin, DN: cn=Shih-Chih Lin, o, ou, email=frescama@gmail.com, c=US, Date: 2015.03.30 17:25:08 -07'00' — 3/30/15

OWNER SIGNATURE DATE

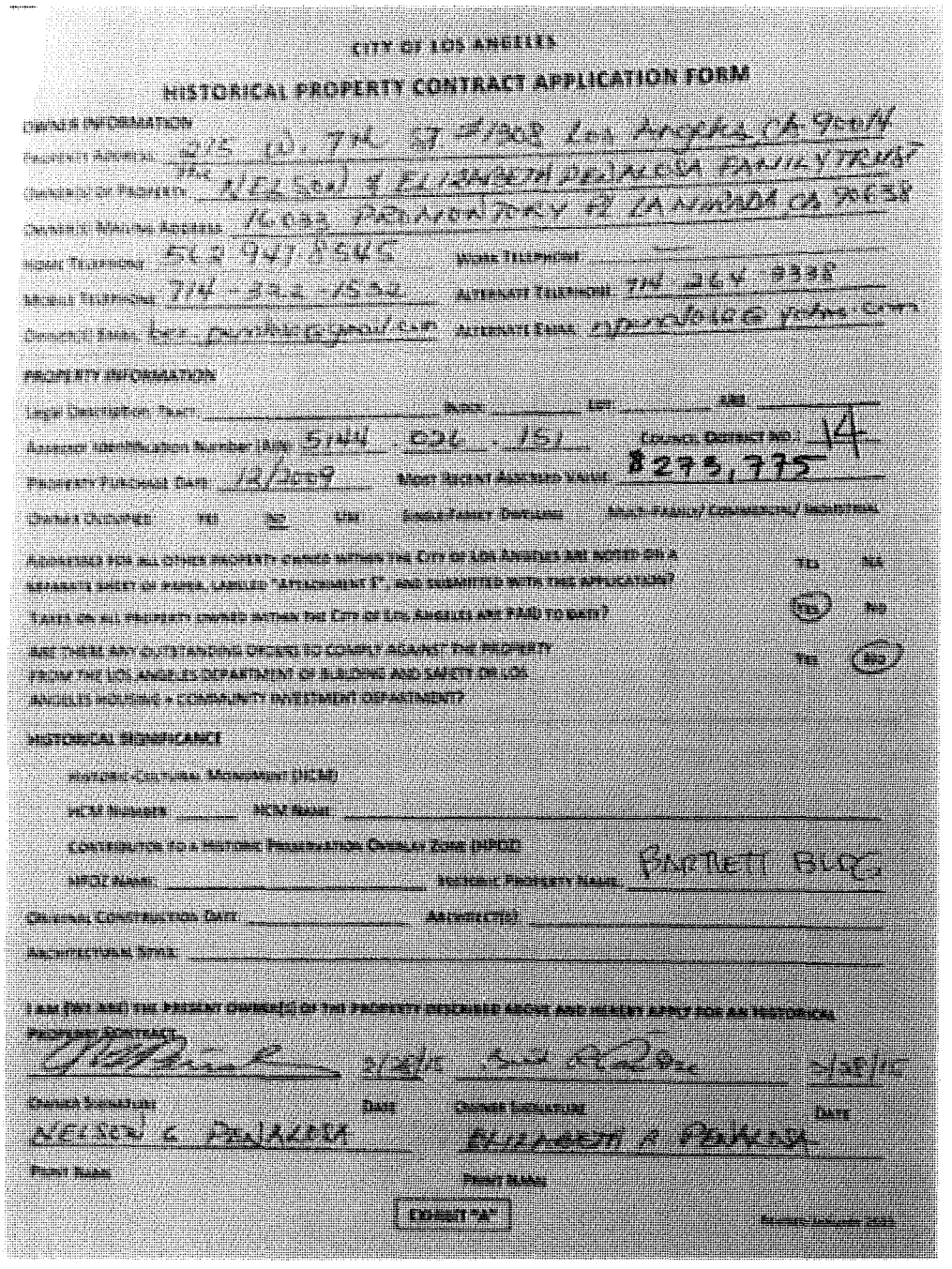
Anthony King

PRINT NAME

Shih-Chih Lin

PRINT NAME

EXHIBIT "A"



CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 N. 7TH ST #305 LOS ANGELES, CA 90014

OWNER OF PROPERTY: THE ALEJANDRO & ELIZABETH PERALTA FAMILY TRUST

OWNER MAILING ADDRESS: 10633 PARAMOUNT BLVD #2 DOWNEY CA 90241

HOME TELEPHONE: 562 947 8545 WORK TELEPHONE:

MOBILE TELEPHONE: 714 - 392 - 1542 ALTERNATE TELEPHONE: 714 264 8388

OWNER'S EMAIL: EMAIL@ALEJANDROPERALTA.COM ALTERNATE EMAIL: ELIZABETH@YAHOO.COM

PROPERTY INFORMATION

Legal Description: Tract: _____ Block: _____ Lot: _____ and _____

Assessor Identification Number (AIN): 5144 - 002 - 151 Council District No.: 14

Property Purchase Date: 12/2009 Most Recent Assessed Value: $275,775

Owner Occupied: Yes (No) Use: Single Family Dwelling Multi-Family/Commercial/Industrial

Addresses for all other property owned within the City of Los Angeles are noted on a separate sheet of paper, labeled "Attachment 1", and submitted with this application? Yes No

Taxes on all property owned within the City of Los Angeles are paid to date? (Yes) No

Are there any outstanding orders to comply against the property from the Los Angeles Department of Building and Safety or Los Angeles Housing + Community Investment Department? Yes (No)

HISTORICAL SIGNIFICANCE

Historic-Cultural Monument (HCM)

HCM Number: _____ HCM Name: _____

Contributor to a Historic Preservation Overlay Zone (HPOZ)

HPOZ Name: _____ Historic Property Name: BARTLETT BLDG.

Original Construction Date: _____ Architect(s): _____

Architectural Style: _____

I am (we are) the present owner(s) of the property described above and hereby apply for an historical property contract.

Owner Signature: _____ Date: 2/24/15 Owner Signature: _____ Date: 2/24/15

Print Name: ALEJANDRO C. PERALTA Print Name: ELIZABETH A. PERALTA

EXHIBIT "A"

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 215 W. 7th St #1401, LOS ANGELES CA 90014

OWNER(S) OF PROPERTY: Johnny & Christine Thompson

OWNER(S) MAILING ADDRESS: 8324 Stewart Ave LA, CA 90045

HOME TELEPHONE: (949) 683-3091 WORK TELEPHONE: _____

MOBILE TELEPHONE: (310) 717-8256 ALTERNATE TELEPHONE: _____

OWNER(S) EMAIL: johnny1thompson@gmail.com ALTERNATE EMAIL: christine.b.thompson@gmail.com

PROPERTY INFORMATION

Legal Description: TRACT: 54121 BLOCK: _____ LOT: 1 ARB: _____

Assessor Identification Number (AIN): 5141 - 026 - 155 COUNCIL DISTRICT NO.: _____

PROPERTY PURCHASE DATE: 7/28/2005 MOST RECENT ASSESSED VALUE: $420,000

OWNER OCCUPIED: ○ YES ○ NO USE: ○ SINGLE-FAMILY DWELLING ✓ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ○ YES ✗ NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ✗ YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ✗ NO

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: BARTLETT BUILDING

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1911 ARCHITECT(S): Parkinson and Bergstrom

ARCHITECTURAL STYLE: Beaux Arts

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

OWNER SIGNATURE	DATE	OWNER SIGNATURE	DATE
	3/29/15		3/29/15
Johnny Thompson		Christine Thompson	
PRINT NAME		PRINT NAME	

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 215 W. 7th Street, Bartlett Building

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Main Entrance

Cost $ 65,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Rehabilitation of the existing main entrance. The main entrance could be rehabilitated to be compatible with the building's original 1911 appearance by Parkinson & Bergstrom, or to its 1936 remodel by Walker & Eisen; the design approach will be determined in consultation with the Office of Historic Resources.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Ground Floor

Cost $ 160,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Rehabilitation of ground floor storefronts. The ground floor could be rehabilitated to be compatible with the building's original 1911 appearance by Parkinson & Bergstrom, or to its 1936 remodel by Walker & Eisen; the design approach will be determined in consultation with the Office of Historic Resources. .

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Architectural Lighting

Cost $ 25,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Improve the exterior lighting on the building to enhance the architectural features.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Second Floor Parking, Ventilation Holes

Cost $ 50,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Redesign the existing ventilation holes on second floor parking area to improve aesthetics, while retaining the necessary functionality.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 215 W. 7th Street, Bartlett Building

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Rooftop Flagpole

Cost $ 5,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Rehabilitation or restoration of the rooftop flagpole.

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Roof

Cost $ 50,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Re-seal the roof deck to maintain good condition.

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Roof - Cooling Tower

Cost $ 15,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Replace the main fan in the cooling tower to improve performance.

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Roof - Cooling Tower

Cost $ 12,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Replace the spray fan in the cooling tower to improve performance.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 215 W. 7th Street, Bartlett Building

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected *maintenance, restoration and replacement of historic features on the property, not modernization or construction of new* elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Roof - Hot Water Tank

Cost $ $5,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Replace or re-line hot water tank as needed.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Elevator Lobby

Cost $ 65,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Rehabilitation of elevator lobby that will preserve the existing historic features and replace non-original features with more historically-compatible ones.

■ Maintenance ■ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: Lobby Floor

Cost $ 5,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Hone and re-seal lobby floor to maintain existing good condition.

■ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Elevators

Cost $ 600,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Replace the existing elevator mechanical system. The elevator mechanical system was not improved during the 2002 conversion to lofts. Replace existing elevator cabs with a design more compatible with the historic character of the building.

EXHIBIT "A"

CITY OF LOS ANGELES

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

Amy Schulenberg

Christopher Culliton,
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

4255 Agnes Ave, Studio City 91604.
(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and Amy Schulenberg and Christopher Culliton (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Presburger House and located at the street address 4255 Agnes Ave, Los Angeles, California 91604, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On December 10, 2014: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. 1076 pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. 14-1528); or, (b) The Property was determined to be a Contributing Structure to the _____ Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
   This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. **Renewal.**
   Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. **Standards for Historical Property.**
   During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. **Provision of Information of Compliance.**
Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. **Cancellation.**
City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. **Enforcement of Agreement.**
In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. **Binding Effect of Agreement.**
The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

8. **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.

To City:
Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:
Name: Amy Schulenberg and Christopher Culliton
Address: 4255 Agnes Avenue, Studio City 91604

9. **General Provisions.**
a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: _____
Owner Signature*

Amy Schulenberg 5.20.15 CA notary attached
Print Name Date

John Neal
16 May, 2015

(OFFICIAL SEAL)
NOTARY PUBLIC GEORGIA
JOHN NEAL
COUNTY OF DEKALB
My Commission Expires OCT. 7, 2018

By: _____
Owner Signature*

Christopher Culliton 5.16.15
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On May 20. 15 before me, Jessica Jami Garcia notary public
(insert name and title of the officer)

personally appeared Amy Schulenberg,
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.

OFFICIAL SEAL
JESSICA JAMI GARCIA
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 1963358
LOS ANGELES COUNTY
My Comm. Exp. December 10, 2015

Signature _____ (Seal)

RE: Historical Property Contract

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 4255 Agnes Avenue, Studio City 91604

OWNER(S) OF PROPERTY: Amy Schulenberg and Christopher Culliton

OWNER(S) MAILING ADDRESS: 4255 Agnes Avenue, Studio City 91604

HOME TELEPHONE: (323) 854-3995 WORK TELEPHONE: (323) 854-3995

MOBILE TELEPHONE: (323) 854-3995 ALTERNATE TELEPHONE: (323) 854-3996

OWNER(S) EMAIL: aeschulenberg@yahoo.com ALTERNATE EMAIL: cmculliton@mac.com

PROPERTY INFORMATION

Legal Description: TRACT: 10132 BLOCK: N/A LOT: 103 ARB: N/A

Assessor Identification Number (AIN): 2368 - 015 - 032 COUNCIL DISTRICT NO.: 2

PROPERTY PURCHASE DATE: 5/27/2009 MOST RECENT ASSESSED VALUE: $777,358.00

OWNER OCCUPIED: (•) YES ( ) NO USE: ( ) SINGLE-FAMILY DWELLING ( ) MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? (•) YES ( ) NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? (•) YES ( ) NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ( ) YES (•) NO

HISTORICAL SIGNIFICANCE

[•] HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: 1076 HCM NAME: Presburger House

[ ] CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1945 ARCHITECT(S): RM Schindler

ARCHITECTURAL STYLE: California Modern

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

_____ 3/25/15 _____ 3/25/15

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Amy Schulenberg Christopher Culliton

PRINT NAME PRINT NAME

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 4255 Agnes Ave., Studio City 91604

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ☑ Rehabilitation/Restoration ☑ Completed ☐ Proposed

Building Feature: Electric panels and current code wiring

Cost $ 7,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2012

Description of work: update electrical systems to meet current codes, including hardwired smoke detectors.

☐ Maintenance ☑ Rehabilitation/Restoration ☑ Completed ☐ Proposed

Building Feature: HVAC System

Cost $ 11,480.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: remove HVAC from flat roof, install new system and compressor that are energy efficient

---

☐ Maintenance ☑ Rehabilitation/Restoration ☑ Completed ☐ Proposed

Building Feature: Hardwood floors

Cost $ 10,404 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: Install 1½" select white oak boards in all rooms but bathrooms

---

☐ Maintenance ☑ Rehabilitation/Restoration ☑ Completed ☐ Proposed

Building Feature: Heath Tile (materials only)

Cost $ 1,714 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: bathroom tile for 2 rooms

EXHIBIT "A"

CITY OF LOS ANGELES

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☐ Maintenance ☑ Rehabilitation/Restoration ☑ Completed ☐ Proposed

Building Feature: Carpentry

Cost $ 4,585 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Design, Meetings, drawings, wood preparation, materials

---

☐ Maintenance ☑ Rehabilitation/Restoration ☑ Completed ☐ Proposed

Building Feature: Carpentry

Cost $ 10,095 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Refrigerator surround, sliding door cabinet, door sills etc

---

☐ Maintenance ☑ Rehabilitation/Restoration ☑ Completed ☐ Proposed

Building Feature: Electric

Cost $ 615 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Kitchen wiring for lights

☐ Maintenance ☑ Rehabilitation/Restoration ☑ Completed ☐ Proposed

Building Feature: Countertops

Cost $ 6,100 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Stainless steel countertops in Kitchen

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

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☐ Maintenance ☑ Rehabilitation/Restoration ☑ Completed ☐ Proposed

Building Feature: Plumbing, bathrooms

Cost $ 985.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Install sinks and toilets in two bathrooms

---

☐ Maintenance ☑ Rehabilitation/Restoration ☑ Completed ☐ Proposed

Building Feature: Plumbing, Kitchen

Cost $ 333 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Install faucet and garbage disposal

☐ Maintenance ☑ Rehabilitation/Restoration ☑ Completed ☐ Proposed

Building Feature: Carpentry

Cost $ 15,791 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Cabinets for kitchen and laundry, materials, labor

---

☐ Maintenance ☑ Rehabilitation/Restoration ☑ Completed ☐ Proposed

Building Feature: Electric

Cost $ 912 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Install all plug outlets (new)

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

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☐ Maintenance ☑ Rehabilitation/Restoration ☑ Completed ☐ Proposed

Building Feature: Strip all orignal interior doors

Cost $ 1,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: professionally strip orignal doors to restore to previous finish

☐ Maintenance ☑ Rehabilitation/Restoration ☑ Completed ☐ Proposed

Building Feature: Lighting, materials and Phase 1 labor

Cost $ 6,160.19 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: materials and installation/programing of high-end LED lighting system for all original light boxes and new locations

☐ Maintenance ☑ Rehabilitation/Restoration ☑ Completed ☐ Proposed

Building Feature: Hardware, doors

Cost $ 1311 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Purchase of vintage new in box door hardware in exact model as existing (too damaged to reuse)

☐ ~~Maintenance~~ ☑ ~~Rehabilitation/Restoration~~ ☑ Completed ☐ Proposed

Building Feature: Carpentry

Cost $ 2,630 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Restore and mount orignal hardware, misc. carpentry on orignal closet features

EXHIBIT "A"

CITY OF LOS ANGELES

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☐ Maintenance ☑ Rehabilitation/Restoration ☑ Completed ☐ Proposed

Building Feature: landscape materials, partial

Cost $ 529 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: drought-tolerant planting material for north side of the house

☐ Maintenance ☑ Rehabilitation/Restoration ☑ Completed ☐ Proposed

Building Feature: Glass

Cost $ 1950 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: large, custom cut tempered glass panels installed over MB walls and beam

☐ Maintenance ☑ Rehabilitation/Restoration ☑ Completed ☐ Proposed

Building Feature: Glass

Cost $ 841 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Bathroom shower enclosure, tempered

☐ Maintenance ☑ Rehabilitation/Restoration ☑ Completed ☐ Proposed

Building Feature: Electric

Cost $ 250 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Install LED drivers, MB smoke detector installation

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

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☐ Maintenance ☑ Rehabilitation/Restoration ☑ Completed ☐ Proposed

Building Feature: Carpentry

Cost $ 1210.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Installation and materials for baseboard trim, curtain rod installation, custom moulding

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☐ Maintenance ☑ Rehabilitation/Restoration ☑ Completed ☐ Proposed

Building Feature: Painting

Cost $ 5,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Specialty painting on interior cabinets, kitchen and laundry; exterior wood trim

---

☐ Maintenance ☑ Rehabilitation/Restoration ☑ Completed ☐ Proposed

Building Feature: Painting

Cost $ 5,912 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Specialty painting interior walls

☐ Maintenance ☑ Rehabilitation/Restoration ☐ Completed ☑ Proposed

Building Feature: Painting,

Cost $ 8,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 20

Description of work: exterior wall painting

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

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☐ Maintenance ☑ Rehabilitation/Restoration ☑ Completed ☐ Proposed

Building Feature: Woodwork Stain treatment, to date

Cost $ 20,000 (round to nearest dollar) Contract Year of Proposed Work Completion: through 2015

Description of work: artisan painter @ $35/hour to do multi-layered stain treatment on all exposed interior wood

---

☐ Maintenance ☑ Rehabilitation/Restoration ☐ Completed ☑ Proposed

Building Feature: Woodwork Stain treatment

Cost $ 20,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015/2016

Description of work: artisan painter @ 35/hour to do multi-layered stain treatment on interior wood

---

☐ Maintenance ☑ Rehabilitation/Restoration ☐ Completed ☑ Proposed

Building Feature: Landscaping: Front

Cost $ 30,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016/17

Description of work: Restore "outdoor room" in front yard: replace historic hedge (in decline), remove large non-original walkway, irrigation installed, fencing, plants

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☐ Maintenance ☑ Rehabilitation/Restoration ☑ Completed ☐ Proposed

Building Feature: Backyard fence

Cost $ 3,600 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: replace dilapidated fence on north property line.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 4255 Agnes Ave., Studio City 91604

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ☑ Rehabilitation/Restoration ☐ Completed ☑ Proposed

Building Feature: Lighting, Phase 2

Cost $ 1500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Complete installation of LED lighting system in Schindler light boxes

☐ Maintenance ☑ Rehabilitation/Restoration ☐ Completed ☑ Proposed

Building Feature: Glass

Cost $ 1500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Complete custom glass installation for all lightboxes with period-appropriate glass

☐ Maintenance ☑ Rehabilitation/Restoration ☐ Completed ☑ Proposed

Building Feature: Carpentry

Cost $ 2,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Build and install closet in Bedroom 1 (east side) in appropriate style, build and install shelves in select cabinets

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☑ Proposed

Building Feature: Carpentry

Cost $ 1,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Finish bathroom cabinets: build drawers and doors where needed.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 4255 Agnes Ave. Studio City 91604

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ☑ Rehabilitation/Restoration ☐ Completed ☑ Proposed

Building Feature: Flashing

Cost $ 2,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Custom flashing to prevent water from entering the awning windows on south and north sides

☐ Maintenance ☑ Rehabilitation/Restoration ☐ Completed ☑ Proposed

Building Feature: Painting

Cost $ 2,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: Caulk all areas where wood meets plaster and paint to prevent wood rot. Exterior

☐ Maintenance ☑ Rehabilitation/Restoration ☐ Completed ☑ Proposed

Building Feature: Backyard hardscape

Cost $ 20,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Replace existing pool deck with more appropriate design/material

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $ _____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 4755 Agnes Ave., Studio City 91604

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ☑ Rehabilitation/Restoration ☐ Completed ☑ Proposed

Building Feature: Garage, repairs to original structure

Cost $_____ (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: repair leaning garage walls, repair cracked concrete floor, new garage door, lighting, painting

☐ Maintenance ☑ Rehabilitation/Restoration ☐ Completed ☑ Proposed

Building Feature: Garage, roof

Cost $_____ (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: replace rotting roof boards, replace roof

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☑ Proposed

Building Feature: Carpentry, interior built-ins

Cost $15,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: restore original built-ins using blueprints and photographs, work to be done by master carpenter

☐ Maintenance ☑ Rehabilitation/Restoration ☐ Completed ☑ Proposed

Building Feature: Drapery

Cost $8,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Custom design period appropriate window coverings for living room and bedrooms

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 4255 Agnes Ave, Studio City 91604

~~Use this form to propose all~~ preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically ~~capture the preservation work involved and not anything else.~~ Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ☑ Rehabilitation/Restoration ☐ Completed ☑ Proposed

~~Building Feature:~~ Pool

Cost $ 25,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: repair leaking pool (adjacent to house, +/- 7'), resurface, install efficient motor/filter

☐ Maintenance ☑ Rehabilitation/Restoration ☐ Completed ☑ Proposed

~~Building Feature:~~ Painting, exterior

Cost $ 5,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

~~Description of work:~~ Detail paint on exterior wood trim to prevent water damage

☐ Maintenance ☑ Rehabilitation/Restoration ☐ Completed ☑ Proposed

Building Feature: Structural Engineer, evaluation

Cost $ 1,000-5,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

~~Description of work:~~ assess foundation

☐ ~~Maintenance~~ ☐ ~~Rehabilitation/Restoration~~ ☐ Completed ☑ Proposed

Building Feature: Roofing

Cost $ 500.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Recaulk flashing and roofing edges to prevent water leakage

EXHIBIT "A"

CITY OF LOS ANGELES

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

EXHIBIT "B"

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

Mark B. Benor, and Sarah B. Benor and Beth Freishtat,
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

1041S. Alfred St. Los Angeles, CA 90035.
(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and Mark B. Benor, Sarah B. Benor and Beth Freishtat (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the _____ and located at the street address 1041-43 South Alfred, Los Angeles, California 90035, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On _____, 1984: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. _____ pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. _____-_____); or, (b) The Property was determined to be a Contributing Structure to the South Carthay Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. **Renewal.**
Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. **Standards for Historical Property.**
During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. **Provision of Information of Compliance.**
Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. **Cancellation.**
City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. **Enforcement of Agreement.**
In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. **Binding Effect of Agreement.**
The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

8. **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.

To City:
Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:
Name: Sarah and Mark Benor and Beth Freishtat
Address: 1041-43 South Alfred St.
Los Angeles, CA 90035

9. **General Provisions.**
a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: Sarah Benor
Owner Signature*

Sarah Benor 5/17/15
Print Name Date

By: Mark Benor
Owner Signature*

Mark Benor 5/17/15
Print Name Date

By: Beth Freishtat
Owner Signature*

Beth Freishtat 5/17/15
Print Name Date

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On May 17th, 2015 before me, Peyman Karami
(insert name and title of the officer)

personally appeared Sarah B. Benor, Mark B. Benor, Beth Freisleben,
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)

PEYMAN KARAMI
COMM. # 1971342
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
MY COMM. EXP. MAR. 5, 2016

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 1041-43 South Alfred St. Los Angeles, CA 90035

OWNER(S) OF PROPERTY: Sarah and Mark Benor and Beth Freishtat

OWNER(S) MAILING ADDRESS: 1041 S. Alfred St. LA CA 90035

HOME TELEPHONE: 323-951-9543 WORK TELEPHONE: 323-761-8346

MOBILE TELEPHONE: 310-701-2384 ALTERNATE TELEPHONE: 310-872-0536

OWNER(S) EMAIL: bethrami5@gmail.com ALTERNATE EMAIL: sbenor.huc@gmail.com

PROPERTY INFORMATION

Legal Description: TRACT: 10756 BLOCK: None LOT: 124 ARB: None

Assessor Identification Number (AIN): 5087 - 001 - 030 COUNCIL DISTRICT NO.: 5

PROPERTY PURCHASE DATE: 06/29/10 MOST RECENT ASSESSED VALUE: 1,406,977

OWNER OCCUPIED: • YES NO USE: SINGLE-FAMILY DWELLING • MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? YES • NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? • YES NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? YES • NO

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: _____

● CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: South Carthay HISTORIC PROPERTY NAME: None

ORIGINAL CONSTRUCTION DATE: 1935 ARCHITECT(S): No certified arch. (acc. to orig.bldg permit)

ARCHITECTURAL STYLE: Spanish Colonial Revival

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Sarah Benor Mark Benor 3/21/15 Beth Freishtat 3/21/15

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Sarah and Mark Benor Beth Freishtat

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1041-1043 S. Alfred St.

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☒ Maintenance ☐ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Plumbing

Cost $946 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Fixed showerhead, replaced bathroom and kitchen sink pipes and 2 toilet flushers twice, unclogged 2 toilets and 2 sinks, drained hot water heater...

☒ Maintenance ☐ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Electrical

Cost $445 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Fixed electrical problems inside and in back yard, including garage door.

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Front exterior arch

Cost $4,290 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Rebuild and stucco arch by front door, pieces of which fall off and pose a hazard.

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Exterior

Cost $15,810 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Paint damaged areas of exterior of house.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1041-1043 S. Alfred St.

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Front staircase

Cost $17,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Rebuild and waterproof steps, which have many cracks and holes.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Stone work on paths in front and on balcony

Cost $850 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Repair missing parts of stone.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Beautiful wrought-iron railing

Cost $2,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Fix holes, use anticorrosion primer and repaint, secure in staircase and balcony.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Foundation

Cost $9,350 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Install bolting and straps on entire foundation, and additional pier post to secure middle of house from additional sinking.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1041-1043 S. Alfred St.

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Hardwood floors

Cost $4,420 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Replace parts of hardwood floors.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Cabinet doors

Cost $780 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Adjust all cabinet doors, hinges, and clasps for smooth operation.

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Creosote ventilation system

Cost $4,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2022

Description of work: Ventilation system, which prevents foundation's creosote odor from entering house, needs periodic maintenance.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Interior walls

Cost $21,420 (round to nearest dollar) Contract Year of Proposed Work Completion: 2025

Description of work: Repair and paint interior walls, doors, and ceiling, as needed.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1041-1043 S. Alfred St.

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Windows

Cost $5,850 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Several window frames upstairs and downstairs are rotting and need to be replaced.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Tile counter tops in upstairs kitchen

Cost $5,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Replace rotting tile counter tops.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Decorative shower door downstairs

Cost $1,100 (round to nearest dollar) Contract Year of Proposed Work Completion: 2024

Description of work: Replace decorative shower door (flamingo design) with safer tempered glass with similar design and easier to open metal frame.

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Plumbing

Cost $2,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2024

Description of work: Continued regular maintenance on pipes, drains, toilets, and faucets to ensure proper plumbing.

EXHIBIT "A"

CITY OF LOS ANGELES

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

EXHIBIT "B"

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

Liron Israel Nelik

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

1053 Alvira Street.

(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and Liron Israel Nelik (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Larson Residence and located at the street address 1053 Alvira Street, Los Angeles, California 90035, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On August 15, 1985 : (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. N/A pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. 82-0491); or, (b) The Property was determined to be a Contributing Structure to the South Carthay Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
   This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. **Renewal.**
   Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. **Standards for Historical Property.**
   During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. **Provision of Information of Compliance.**
Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. **Cancellation.**
City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. **Enforcement of Agreement**.
In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. **Binding Effect of Agreement.**
The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

8. **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.

To City:
Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:
Name: Liron Israel Nelik
Address: 1053 Alvira Street,
Los Angeles, CA 90035

9. **General Provisions.**
a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: _____
Owner Signature*

Liron Israel Nelik
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On 5/8/2015 before me, Yun Kyung Kim - Notary Public
(insert name and title of the officer)

personally appeared Liron Israel Nelik,
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.

YUN KYUNG KIM
Commission # 2079535
Notary Public - California
Los Angeles County
My Comm. Expires Aug 26, 2018

Signature _____ (Seal)

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 1053 Alvira Street, Los Angeles, CA 90035

OWNER(S) OF PROPERTY: Liron Israel Nelik

OWNER(S) MAILING ADDRESS: 1053 Alvira Street, Los Angeles, CA 90035

HOME TELEPHONE: (310) 800-8830 WORK TELEPHONE: (310) 444-1033

MOBILE TELEPHONE: (310) 800-8830 ALTERNATE TELEPHONE:

OWNER(S) EMAIL: lnelik@gmail.com ALTERNATE EMAIL:

PROPERTY INFORMATION

Legal Description: TRACT: Tract No. 10733 BLOCK: N/A LOT: 65 ARB: N/A

Assessor Identification Number (AIN): 5087 - 012 - 010 COUNCIL DISTRICT NO.: 5

PROPERTY PURCHASE DATE: 5/30/2014 MOST RECENT ASSESSED VALUE: $1,395,013.00

OWNER OCCUPIED: ◉ YES ○ NO USE: ◉ SINGLE-FAMILY DWELLING ○ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ○ YES ◉ NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ◉ YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ◉ NO

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: _____

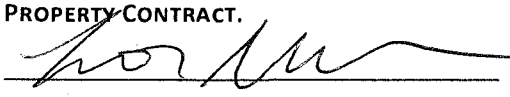
☒ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: South Carthay HISTORIC PROPERTY NAME: Larson Residence

ORIGINAL CONSTRUCTION DATE: 1936 ARCHITECT(S): Katz and Van Meteren (Contractors)

ARCHITECTURAL STYLE: Spanish Colonial Revival

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.



3/10/15

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Liron Israel Nelik

PRINT NAME PRINT NAME

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1053 Alvira Street, Los Angeles, CA 90035

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Plumbing, Tiling, screens, kitchen cabinets, paint, stucco repair, leaking toilets, etc

Cost $9,900.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Juan Carlos (contractor) general structure, plumbing and electrical repairs.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Roof and skylight. (Skylight is original to house)

Cost $4,700.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Roof maintenance and replaced rusty skylight bars in kind.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Kitchen water valves and lines.

Cost $397.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Plumber to replace leaking water valves and corroded pipes.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Swimming pool

Cost $900.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Pool repairs.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1053 Alvira Street, Los Angeles, CA 90035

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Security system

Cost $20,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Replace security system with one that includes cameras to protect property.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Patio roof

Cost $2,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Replace corrugated material on patio roof and fix draining to prevent leakage.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: HVAC

Cost $6,500.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Replace air conditioning condenser.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: HVAC

Cost $6,500.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Replace heater/furnace.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1053 Alvira Street, Los Angeles, CA 90035

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Water heater

Cost $5,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Install tankless water heating system.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Windows

Cost $1,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Reseal historic windows for energy efficiency.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: General landscaping

Cost $10,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Install drought tolerant landscaping.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Whole house fan

Cost $2,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Install whole house fan in attic to cut down on AC usage.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1053 Alvira Street, Los Angeles, CA 90035

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Lighting

Cost $2,500.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Install period lighting in master bedroom and living room.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Front porch tile

Cost $8,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Replace broken tiles in porch floor to match originals.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Fireplace

Cost $1,500.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Replace broken tiles in kind and re-grout.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Chimney

Cost $1,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Perform various small repairs per recommendations of chimney report from 2014.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1053 Alvira Street, Los Angeles, CA 90035

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Hardwood floors

Cost $3,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Repair damaged sections of hardwood floors.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Driveway and front concrete path to house.

Cost $12,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Repair concrete in kind to eliminate cracks.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Rain gutters

Cost $1,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Repair and update rain gutters.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Roof

Cost $10,500.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Replace roof by removing tiles and reinstalling after roof is done.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1053 Alvira Street, Los Angeles, CA 90035

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Insulation

Cost $8,400.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Install insulation under new roof.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Solar system.

Cost $46,813.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Install solar system that respects historic house.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Foundation

Cost $27,100.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2025

Description of work: Various project on foundation. None critical, so will be performed over several years.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Roof

Cost $10,500.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Replace roof by removing tiles and reinstalling after roof is done.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1053 Alvira Street, Los Angeles, CA 90035

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Water damage.

Cost $5,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2025

Description of work: Ongoing repairs for water damage, etc. to cosmetic elements. Ongoing

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☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Windows

Cost $3,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2025

Description of work: General repairs of windows and replacement of broken hardware. Ongoing.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Doors and windows

Cost $1,500.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2025

Description of work: Repairs doors and windows as needed from house settling. Ongoing

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☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Interior and exterior walls.

Cost $2,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2025

Description of work: Repair cracks in interior plaster and exterior stucco. Ongoing

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EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1053 Alvira Street, Los Angeles, CA 90035

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☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: Insurance

Cost $1,664.00 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Annual homeowners insurance billing

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: DWP

Cost $800.00 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Average bi-monthly DWP billing.

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: Gas

Cost $80.00 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Average monthly gas billing.

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: Security system

Cost $1,320.00 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Annual cost of security system monitoring and petrol.

EXHIBIT "A"

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

EXHIBIT "B"

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

Daniel Tellalian and Monica Carlos

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

6141 Barrows Drive.

(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and Daniel Tellalian and Monica Carlos (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Morris House and located at the street address 6141 Barrows Drive, Los Angeles, California 90048, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On June 3, 1998: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. N/A pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. 97-0342); or, (b) The Property was determined to be a Contributing Structure to the Carthay Circle Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
   This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. **Renewal.**
   Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. **Standards for Historical Property.**
   During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. **Provision of Information of Compliance.**
Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. **Cancellation.**
City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. **Enforcement of Agreement.**
In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. **Binding Effect of Agreement.**
The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

8. **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.

To City:
Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:
Name: Daniel Tellalian and Monica Carlos
Address: 6141 Barrows Drive
Los Angeles, CA 90048

9. **General Provisions.**
a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: _____
Owner Signature*

Daniel Tellalian 5/13/15
Print Name Date

By: _____
Owner Signature*

Monica Carlos 05-13-15
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On May 12 2015 before me, C. HARRISON
(insert name and title of the officer)

personally appeared Daniel Tellalian and Monica Carlos,
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.

C. HARRISON
COMM. #2040660
Notary Public · California
Los Angeles County
My Comm. Expires Sep. 8, 2017

NRO1 NRO1

Signature _____ (Seal)

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 6141 Barrows Drive, Los Angeles, CA 90048

OWNER(S) OF PROPERTY: Daniel Tellalian and Monica Carlos

OWNER(S) MAILING ADDRESS: 6141 Barrows Drive, Los Angeles, CA 90048

HOME TELEPHONE: (323) 482-0972 WORK TELEPHONE: _____

MOBILE TELEPHONE: _____ ALTERNATE TELEPHONE: _____

OWNER(S) EMAIL: monica@lani.org ALTERNATE EMAIL: carlostellalian@gmail.com

PROPERTY INFORMATION

Legal Description: TRACT: Tract No. 5542 BLOCK: N/A LOT: 190 ARB: N/A

Assessor Identification Number (AIN): 5088 - 017 - 033 COUNCIL DISTRICT NO.: 5

PROPERTY PURCHASE DATE: 6/30/2010 MOST RECENT ASSESSED VALUE: $951,586.00

OWNER OCCUPIED: (•) YES ( ) NO USE: (•) SINGLE-FAMILY DWELLING ( ) MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? (•) YES ( ) NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? (•) YES ( ) NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ( ) YES (•) NO

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: _____

☑ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: Carthay Circle HISTORIC PROPERTY NAME: Morris House

ORIGINAL CONSTRUCTION DATE: 1926 ARCHITECT(S): Al S. Mantz

ARCHITECTURAL STYLE: Spanish Colonial Revival

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

D J Tellalian 3/16/15 Monica Carlos 3/16/15

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Daniel Tellalian Monica Carlos

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 6141 Barrows Drive, Los Angeles, CA 90048

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☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Exterior electrical

Cost $4,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Front yard and garage exterior electrical upgrade.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Foundation

Cost $4,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Bolt main structure to foundation.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: HVAC

Cost $5,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Replace existing heating and air conditioning tubes.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Door knobs throughout

Cost $1,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Replace interior door knobs that are not original glass knobs. Repair and refurbish original door knobs that are damaged or not functioning properly.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

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☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Backyard and sideyard drainage.

Cost $ 15,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Rework slope and drainage of rear yard to stop water flowing into structure foundations.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Chimney

Cost $ 8,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Repair and reinforce chimney to prevent future damages.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Exterior plaster and paint.

Cost $ 10,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Gently resurface exterior stucco of entire house to make compatible to original, authentic texture. Repaint entire exterior of house, including ornamental details.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Bedroom window

Cost $ 1,500.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Remove incompatible aluminum sliding window in bedroom closet.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 6141 Barrows Drive, Los Angeles, CA 90048

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☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Rear and sideyard electrical

Cost $6,500.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Install rear yard outdoor lighting to illuminate structures and landscaping, replace non-original lighting fixtures.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Windows

Cost $5,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Gently sand, weatherize and paint the interior and exterior of all windows.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Roof

Cost $15,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2023

Description of work: Repair roof, salvage and reuse early terra cotta tile, ensure a continuous waterproof layer.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Interior paint

Cost $6,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2024

Description of work: Repaint interior of house throughout. Gently repair and patch plaster, where needed.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 6141 Barrows Drive, Los Angeles, CA 90048

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☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: Insurance

Cost $1,100.00 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Annual homeowner's insurance premium.

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: DWP

Cost $400.00 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Bi-monthly DWP average billing

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: Gas

Cost $40.00 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Average monthly gas billing.

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $_____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

EXHIBIT "A"

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

EXHIBIT "B"

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

Isac E. Walter

Emily Shur,
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

1453 Bellevue Avenue, Los Angeles, CA 90026.
(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and Isac E. Walter and Emily Shur (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Dr. O. C. Dietsch and located at the street address 1453 Bellevue Avenue, Los Angeles, California 90026, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On August 18, 1983: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. _____ pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. 81-1694); or, (b) The Property was determined to be a Contributing Structure to the Angelino Heights Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. **Renewal.**
Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. **Standards for Historical Property.**
During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. **Provision of Information of Compliance.**
Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. **Cancellation.**
City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. **Enforcement of Agreement**.
In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. **Binding Effect of Agreement.**
The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

8. **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.

To City:
Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:
Name: Isac E. Walter and Emily Shur
Address: 1453 Bellevue Avenue
Los Angeles, CA 90026

9. **General Provisions.**
   a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: _____ 5/5/15
Owner Signature*

Isac E. Walter
Print Name Date

By: _____
Owner Signature*

Emily Shur 5/5/15
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

SEE ATTACHED DOCUMENT

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT
(CALIFORNIA CIVIL CODE § 1189)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF Los Angeles.)

On May 5th 2015. (*Date*) before me, Pamela Alexandra Mejia, Notary Public. (*Here Insert Name and Title of the Officer*)

personally appeared Isaac E Walter and Emily Shur,
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.

P. Mejia.
Signature of Notary Public

(Notary Seal)

PAMELA ALEXANDRA MEJIA
Commission # 2043300
Notary Public - California
Los Angeles County
My Comm. Expires Sep 29, 2017

ADDITIONAL OPTIONAL INFORMATION

Description of Attached Document

Title or Type of Document: Historical Property Contract for Los Angeles. Document Date: May 5, 2015

Number of Pages: 10. Signer(s) Other Than Named Above: \

Additional Information: \

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 1453 Bellevue Avenue, Los Angeles, CA 90026

OWNER(S) OF PROPERTY: Isac E. Walter and Emily Shur

OWNER(S) MAILING ADDRESS: 1453 Bellevue Avenue, Los Angeles, CA 90026

HOME TELEPHONE: _____ WORK TELEPHONE: _____

MOBILE TELEPHONE: (323) 717-1012 ALTERNATE TELEPHONE: _____

OWNER(S) EMAIL: me@isacto.com ALTERNATE EMAIL: _____

PROPERTY INFORMATION

Legal Description: TRACT: Map No. 1 of Angeleno Heights BLOCK: 2 LOT: 21 ARB: None

Assessor Identification Number (AIN): 5405 - 014 - 020 COUNCIL DISTRICT NO.: 1

PROPERTY PURCHASE DATE: 10/5/2005 MOST RECENT ASSESSED VALUE: $735,760.00

OWNER OCCUPIED: (•) YES ( ) NO USE: (•) SINGLE-FAMILY DWELLING ( ) MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ( ) YES (•) NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? (•) YES ( ) NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ( ) YES (•) NO

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: _____

☒ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: Angelino Heights HISTORIC PROPERTY NAME: Dr. O. C. Dietsch

ORIGINAL CONSTRUCTION DATE: 1904 ARCHITECT(S): Henry Fick, builder

ARCHITECTURAL STYLE: Turn of the 20th Century: Craftsman/Colonial Revival

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Isac Walter — Digitally signed by Isac Walter DN: cn=Isac Walter, o, ou, email=me@isacto.com, c=US Date: 2015.03.15 10:09:12 -07'00' — 3/15/15

OWNER SIGNATURE DATE

Isac E. Walter

PRINT NAME

Emily Shur — Digitally signed by Emily Shur DN: cn=Emily Shur, o, ou, email=emily@emilyshur.com, c=US Date: 2015.03.15 10:10:43 -07'00' — 3/15/15

OWNER SIGNATURE DATE

Emily Shur

PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1453 Bellevue Avenue, Los Angeles, CA 90026

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Sewer

Cost $ 9,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Replace deteriorated sewer line.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Upstairs porch surface replacement

Cost $ 1,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2013

Description of work: Rehabilitate upstairs porch.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Exterior house paint

Cost $ 14,700 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Prep and paint exterior of home.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Rear lawn landscape, hardscape & irrigation

Cost $ 27,935 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: New landscape, hardscape and irrigation.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1453 Bellevue Avenue, Los Angeles, CA 90026

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☒ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Laundry

Cost $11,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Rehabilitate laundry structure at rear of home.

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Wood deterioration

Cost $7,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Rehabilitate wood deterioration at side of home.

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Front steps

Cost $1,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Rehabilitate concrete/stucco front steps.

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: Driveway gate

Cost $5,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Rehabilitate/replicate driveway gate/security for rear yard.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1453 Bellevue Avenue, Los Angeles, CA 90026

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☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Walkways

Cost $5,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: Rehabilitate cement walkways.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Windows

Cost $4,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Restore all window pulleys.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: HVAC

Cost $10,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2021

Description of work: Replace guest unit HVAC.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Insullation

Cost $7,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2022

Description of work: Insulate home.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1453 Bellevue Avenue, Los Angeles, CA 90026

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☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Hardwood floors

Cost $25,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2023

Description of work: Restore, replacing in-kind, as necessary, hardwood floor throughout house.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Kitchen

Cost $40,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2024

Description of work: Re-model kitchen.

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $_____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $_____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1453 Bellevue Avenue, Los Angeles, CA 90026

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☒ Maintenance ☐ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Shower

Cost $3,200 (round to nearest dollar) Contract Year of Proposed Work Completion: 2012

Description of work: Add shower to ground floor bath.

☒ Maintenance ☐ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Electric

Cost $2,650 *(round to nearest dollar)* *Contract Year of Proposed Work Completion:* 2012

Description of work: Upgrade electrical system; install ungraded electrical box.

☒ Maintenance ☐ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Fence/gate

Cost $4,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2012

Description of work: Surround property with fence to improve security & add gate.

☒ Maintenance ☐ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: HVAC

Cost $9,800 (round to nearest dollar) Contract Year of Proposed Work Completion: 2012

Description of work: Install new HVAC system to replace inadequate heater and NO AC.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1453 Bellevue Avenue, Los Angeles, CA 90026

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☒ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Plumbing

Cost $7,700 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Upgrade all plumbing to copper.

☒ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Roof

Cost $27,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Rehabilitate composition roof.

☒ Maintenance ☐ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Tankless water heater

Cost $2,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Replace traditional water heater with tankless one.

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Laundry

Cost $11,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Create laundry from ersatz rear porch.

EXHIBIT "A"

CITY OF LOS ANGELES

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
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RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

Dean Hansell

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

4350 - 4352-1/2 Beverly Blvd.

(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and Dean Hansell (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Einar C. Petersen Studio Crt and located at the street address 4350 - 4352-1/2 Beverly Blvd, Los Angeles, California 90004, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On November 13, 1991: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. 552 pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. 91-2162); or, (b) The Property was determined to be a Contributing Structure to the _____ Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
   This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. **Renewal.**
   Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. **Standards for Historical Property.**
   During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. **Provision of Information of Compliance.**
Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. **Cancellation.**
City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. **Enforcement of Agreement**.
In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. **Binding Effect of Agreement.**
The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

8. **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.

To City:
Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:
Name Dean Hansell
Address 667 June Street
Los Angeles, CA 90005

9. **General Provisions.**
   a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: _____
Owner Signature*

Dean Hansell 5/20/15
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

CITY OF LOS ANGELES

NOTARY ACKNOWLEDGMENT FORM

The notarized signature of the majority representative owner or owners, as established by deed or contract, of the subject property or properties is required for the filing of this application. (Additional sheets may be attached.)

State of California

County of Los Angeles

On 05/20/2015 (DATE) before me, Mae F. Chester (HERE INSERT NAME AND TITLE OF THE OFFICER), NOTARY PUBLIC personally appeared Dean Hansell (NAME(S) OF SIGNER(S)),

who proved to me on the basis of satisfactory evidence to be the person(s) who 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.

Mae F. Chester
(SIGNATURE)

MAE F. CHESTER
Commission No. 2096622
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires JANUARY 11, 2019

(PLACE NOTARY SEAL ABOVE)

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title of type of Document: **HISTORICAL PROPERTY CONTRACT**

Document Date: _____ Number of Pages 6

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Dean Hansell
✓ Individual
† Officer
† Title(s): _____
† Partner — † Limited † General Partner
† Attorney-in-Fact
† Trustee
† Guardian or Conservator
† Other: _____

Signer is Representing:

Signer's Name: _____
† Individual
† Corporate Officer
† Title(s): _____
† Partner — † Limited † General Partner
† Attorney-in-Fact
† Trustee
† Guardian or Conservator
† Other: _____

Signer is Representing:

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 4350 Beverly Blvd, Los Angeles CA 90004 (aka 4350 - 4352-1/2 Beverly Blvd)

OWNER(S) OF PROPERTY: Dean Hansell

OWNER(S) MAILING ADDRESS: 667 S. June St., Los Angeles CA 90005-3822

HOME TELEPHONE: _____ WORK TELEPHONE: (310) 785-4665

MOBILE TELEPHONE: (213) 400-5990 ALTERNATE TELEPHONE: (970) 390-8756

OWNER(S) EMAIL: dean.hansell@hoganlovells.com ALTERNATE EMAIL: flacke@post.harvard.edu

PROPERTY INFORMATION

Legal Description: TRACT: 2235 BLOCK: 3 LOT: 15 ARB: _____

Assessor Identification Number (AIN): 5517 - 017 - 008 COUNCIL DISTRICT NO.: 10

PROPERTY PURCHASE DATE: 5/30/2014 MOST RECENT ASSESSED VALUE: $104,952.00

OWNER OCCUPIED: ○ YES ◉ NO USE: ○ SINGLE-FAMILY DWELLING ◉ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ◉ YES ○ NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ◉ YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ◉ NO

HISTORICAL SIGNIFICANCE

☑ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: 552 HCM NAME: Einar C. Petersen Studio Court

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1922 ARCHITECT(S): Einar C. Petersen

ARCHITECTURAL STYLE: Hansel & Gretel

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

OWNER SIGNATURE	DATE	OWNER SIGNATURE	DATE
[signature]	3/30/15		
Dean Hansell			
PRINT NAME		PRINT NAME	

EXHIBIT "A"

Mills Act 2015 - Historical Property Contract Application

Attachment E for 4350 Beverly Blvd., Los Angeles, CA 90004

Other properties in the City of Los Angeles owned by Dean Hansell, owner of 4350 Beverly Blvd:

- 667 S. June St., Los Angeles, CA 90005

Please note in addition:

The property was acquired May 2014. The most recent information (2014 Roll) from the Los Angeles County Assessor's Office database shows the assessed value, as stated on the form, at $104,952, recorded June 20, 2001. An updated assessment reflecting the change in ownership has not yet been recorded.

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 4350 Beverly Blvd, Los Angeles CA 90004

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

■ Maintenance ☐ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Overall integrity

Cost $ 25000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: In-kind selective roof repair, graffiti removal, repointing at brick facades and chimneys, in-kind replacement of broken glazing, stair and handrail repair

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■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Seismic

Cost $ 7950 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: seismic upgrade measures

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Roofs

Cost $ 14000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Selective roof repair and reroofing with shingles to match original wood (vs. current asphalt)

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Decorative Painting

Cost $ 12000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Stabilization and conservation of decorative painting areas as part of an overall painting program to match original colors. (Necessarily rough estimate)

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 4350 Beverly Blvd, Los Angeles CA 90004

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Electrical systems

Cost $ 8200 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Upgrades to existing panels and distribution

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☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Plumbing

Cost $ 6500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Upgrades to existing distribution and heating

---

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Interior rehabilitation

Cost $ 5170 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: In-kind replacement of water-damaged plaster and ornamental trim after building envelope repairs

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☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Window restoration

Cost $ 21000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: Restoration and selective replacement of all windows with units to match historical conditions to the greatest extent permitted by applicable regulations

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EXHIBIT "A"

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
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g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

Broadbridge LA LLC

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

801 S Broadway, 826 S Hill Street and 832 S Hill Street.
(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT *is made and entered into this* _____ *day of* _____ 2015, *by and*
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and Broadbridge LA LLC (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Hamburger's Dept Store and located at the street address 801 S Broadway, Los Angeles, California 90014, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On October 17, 1989: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. 459 pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. _____-_____); or, (b) The Property was determined to be a Contributing Structure to the NA Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
   This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. **Renewal.**
   Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. **Standards for Historical Property.**
   During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. Provision of Information of Compliance.

Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. Cancellation.

City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. Enforcement of Agreement.

In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. Binding Effect of Agreement.

The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

8. 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.

To City:

Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:

Name: Broadbridge LA LLC, c/o Waterbridge Capital LLC

Address: 7 Times Square, 37th Floor

New York, NY 10036

9. General Provisions.

a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: _____
Owner Signature*

Joel Schreiber, Authorized Signatory 5/18/16
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

CITY OF LOS ANGELES

NOTARY ACKNOWLEDGMENT FORM

The notarized signature of the majority representative owner or owners, as established by deed or contract, of the subject property or properties is required for the filing of this application. (Additional sheets may be attached.)

State of ~~California~~ NEW YORK

County of NEW YORK

On 05/18/15 (DATE) before me, MALGORZATA LESZCZYNSKA (HERE INSERT NAME AND TITLE OF THE OFFICER) NOTARY PUBLIC personally

appeared JOEL SCHREIBER (NAME(S) OF SIGNER(S))

who proved to me on the basis of satisfactory evidence to be the person(s) who 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)

MALGORZATA T LESZCZYNSKA
Notary Public - State of New York
NO. 01LE6254612
Qualified in Kings County
My Commission Expires 01/17/16

(PLACE NOTARY SEAL ABOVE)

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title of type of Document: **HISTORICAL PROPERTY CONTRACT**

Document Date: _____ Number of Pages _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
† Individual
† Officer
† Title(s): _____
† Partner — † Limited † General Partner
† Attorney-in-Fact
† Trustee
† Guardian or Conservator
† Other: _____

Signer is Representing:

_____

Signer's Name: _____
† Individual
† Corporate Officer
† Title(s): _____
† Partner — † Limited † General Partner
† Attorney-in-Fact
† Trustee
† Guardian or Conservator
† Other: _____

Signer is Representing:

_____

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 801 S. Broadway, 826 S. Hill Street and 832 S. Hill Street

OWNER(S) OF PROPERTY: Broadbridge LA LLC

OWNER(S) MAILING ADDRESS: 7 Times Square, 37th Floor, New York, NY 10036

HOME TELEPHONE: _____ WORK TELEPHONE: (212) 696-2400

MOBILE TELEPHONE: (917) 613-1112 ALTERNATE TELEPHONE: (646) 246-9701

OWNER(S) EMAIL: Joel Schreiber / js@waterbridge.com ALTERNATE EMAIL: Nanci Hom/ nhom@waterbridge.com

PROPERTY INFORMATION

Legal Description: TRACT: 655 BLOCK: 52 LOT: E & TH ARB: None

Assessor Identification Number (AIN): 5144 - 017 - 030 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: 8/21/2014 MOST RECENT ASSESSED VALUE: $10,420,579.00

OWNER OCCUPIED: ○ YES ◉ NO USE: ○ SINGLE-FAMILY DWELLING ◉ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ○ YES ◉ NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ◉ YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ○ NO

HISTORICAL SIGNIFICANCE

☑ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: 459 HCM NAME: Hamburger's Department Store

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1908 ARCHITECT(S): Alfred F. Rosenheim, A.C. Martin, Aleck Curlett

ARCHITECTURAL STYLE: Beaux Arts style

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

OWNER SIGNATURE	DATE	OWNER SIGNATURE	DATE
5.18.15			
Joel Schreiber, Authorized signatory			
PRINT NAME		PRINT NAME	

EXHIBIT "A"

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM - CONTINUATION SHEET

Under "Property Information, Assessor Identification Number (AIN)", the form only allows for one parcel number. Hamburger's Department Store consists of the following street addresses and AINs:

Street Address: 801 S. Broadway
AIN: 5144-017-030

Street address: 826 S. Hill Street
AIN: 5144-017-029

Street address: 832 S. Hill Street
AIN: 5144-017-028

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 801 S Broadway, 826 S Hill St and 832 S Hill St

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Exterior facade and marquee entrances excluding storefronts and roof penthouses

Cost $4,085,873 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Cleaning and repair terra cotta, prepare for and paint brick, restore wood and steel windows, prepare and paint fire escapes

---

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Storefront rehabiliation

Cost $1,400,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Remove contemporary storefronts and install new storefronts drawing inspiration from original including removing and infilling arcade on Broadway

---

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Repair historic marble flooring and wood trim at first floor and major entrances

Cost $250,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Retain existing stone floor and wood trim, patch and repair floor, infill wood trim as necessary

---

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Elevators and escalators

Cost $2,750,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Repair elevators to be reused including installing new or refurbishing cabs as necessary. Restore 1923 escalators where feasible.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 801 S Broadway, 826 S Hill St and 832 S Hill St

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Entire building --Seismic and structural upgrades

Cost $5,100,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Seismic retrofit

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: New concrete sidewalks

Cost $1,000,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Reconstruction of sidewalks on Broadway, Hill and 8th Streets.

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Entire building -- Plumbing

Cost $900,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Reconfigure plumbing to accommodate new tenants

---

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Entire building --Fire Sprinkler System

Cost $800,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Install updated fire sprinkler system

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 801 S Broadway, 826 S Hill St and 832 S Hill St

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Entire building --HVAC

Cost $1,500,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Provide adequate HVAC for all floors

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Entire building --Electrical

Cost $1,000,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Bring all electrical up to date

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Entire building--Hazardous material abatement

Cost $600,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Abate

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Demolition

Cost $1,780,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Remove non-historic alterations

EXHIBIT "A"

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

Marshall L. Hennington

Lorna D. Hennington ,
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

702 S. Bronson Avenue .
(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and Marshall L. Hennington, Lorna D. Hennington (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the contributing property and located at the street address 702 S. Bronson Avenue, Los Angeles, California 90005, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On N/A, N/A: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. N/A pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. N/A-N/A); or, (b) The Property was determined to be a Contributing Structure to the Wilshire Park Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
   This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. **Renewal.**
   Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. **Standards for Historical Property.**
   During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. **Provision of Information of Compliance.**
Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. **Cancellation.**
City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. **Enforcement of Agreement.**
In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. **Binding Effect of Agreement.**
The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

8. **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.

To City:
Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:
Name: Marshall L. Hennington, Lorna D. Hennington
Address: 702 S. Bronson Avenue
Los Angeles, CA 90005

9. **General Provisions.**
a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: _____
Owner Signature*

Marshall L. Hennington 5-14-2015
Print Name Date

By: _____
Owner Signature*

Lorna D. Hennington 5-14-2015
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On May 14th, 2015 before me, Fahimeh Zomorodian, Notary Public
(insert name and title of the officer)

personally appeared Lorna D. Hennington, Marshall L. Hennington,
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.

FAHIMEH ZOMORODIAN
Commission # 1973158
Notary Public - California
Los Angeles County
My Comm. Expires Apr 21, 2016

Signature _____ **(Seal)**

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 702 S. Bronson Avenue, Los Angeles, CA 90005

OWNER(S) OF PROPERTY: Marshall L. Hennington and Lorna D. Hennington

OWNER(S) MAILING ADDRESS: 702 S. Bronson Avenue, Los Angeles, CA 90005

HOME TELEPHONE: (213) 382-1841 WORK TELEPHONE: (323) 356-3675

MOBILE TELEPHONE: (323) 356-3675 ALTERNATE TELEPHONE: (323) 356-3676

OWNER(S) EMAIL: lornahennington@hotmail.com ALTERNATE EMAIL: lorna@bateshennington.com

PROPERTY INFORMATION

Legal Description: TRACT: 2126.10 BLOCK: 2 LOT: 9 ARB: _____

Assessor Identification Number (AIN): 5092 - 007 - 019 COUNCIL DISTRICT NO.: 4

PROPERTY PURCHASE DATE: 3/11/2009 MOST RECENT ASSESSED VALUE: $799,000.00

OWNER OCCUPIED: (•) YES ( ) NO USE: (•) SINGLE-FAMILY DWELLING ( ) MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ( ) YES (•) NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? (•) YES ( ) NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ( ) YES (•) NO

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: _____

☒ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: Wilshire Park HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1918 ARCHITECT(S): Samson Mulligan Cooper, Cooper Pyle Clopine

ARCHITECTURAL STYLE: Mediterranean/Italian Renaissance

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Marshall L. Hennington 3/22/15 Lorna D. Hennington 3/22/15

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Marshall L. Hennington Lorna D. Hennington

PRINT NAME PRINT NAME

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 702 S. Bronson Avenue, Los Angeles, CA 90005

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☒ Maintenance ☐ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: House and Garage

Cost $ 4000 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Fumigate house and garage for elimination of termites.

☒ Maintenance ☐ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Plumbing

Cost $ 3000 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Replace broken sewer line in basement.

☒ Maintenance ☐ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Rear Decks

Cost $ 2000 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Stain and repair decks at rear of the house.

☒ Maintenance ☐ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: House Painting

Cost $ 4000 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Paint interior of house.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 702 S. Bronson Avenue, Los Angeles, CA 90005

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: House and Garage

Cost $ 500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Treat property for elimination of subterranean termites.

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Front yard landscape

Cost $ 8000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Replace front yard landscaping with native plantings and new groundcover.

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Back yard landscape

Cost $ 4000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Replace back yard groundcover.

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Parkway tree trimming

Cost $ 4000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Trim parkway ficus trees.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 702 S. Bronson Avenue, Los Angeles, CA 90005

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Windows

Cost $ 3000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Remove exterior foam moulding around front windows.

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Driveway gate

Cost $ 2000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Make repairs to driveway gate lock and staining.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: House and Garage

Cost $ 4000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Make repairs to stucco and trim on house and garage prior to painting.

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Roof

Cost $ 1000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Repair flashing and gutters on composite roof, maintain wood roof over kitchen window.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 702 S. Bronson Avenue, Los Angeles, CA 90005

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Walkway and Porch

Cost $ 500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Engage hardscape specialist to determine pricing to return walkway and porch to concrete.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Exterior of House and Garage

Cost $ 15000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Paint exterior of house and garage.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Rear Decks

Cost $ 2000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Stain and repair decks at rear of the house.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Chimney

Cost $ 700 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Engage chimney contractor to determine costs of repair to chimney.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 702 S. Bronson Avenue, Los Angeles, CA 90005

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Foundation

Cost $ 500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Engage foundation specialist to determine necessary bolting of foundation and leveling of floors.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Electrical repairs

Cost $ 3000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Make necessary repairs to ungrounded or non working outlets.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Sidewalk

Cost $ 4000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Repair damaged sidewalk in front of house.

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Upper deck

Cost $ 2000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Make repairs to upper deck tile.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 702 S. Bronson Avenue, Los Angeles, CA 90005

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Plumbing

Cost $3000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Replace old galvanized piping in master bath with copper.

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Foundation

Cost $7000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Upgrade foundation bolting as necessary and level floors.

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Wood floors

Cost $5000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Repair and restain hardwood floors.

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Basement

Cost $5000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Waterproof basement from flooding and repair floor moulding. Replace sump pump.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 702 S. Bronson Avenue, Los Angeles, CA 90005

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Chimney

Cost $ 18000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: Repair or replace chimney.

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Roof

Cost $ 3000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: Maintenace to roof, roof flashing and gutters.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Windows

Cost $ 5000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Repair window sashes, begin replacement of vinyl windows to appropriate wood windows.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Windows

Cost $ 5000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2021

Description of work: Continue replacement of vinyl windows to appropriate wood windows.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 702 S. Bronson Avenue, Los Angeles, CA 90005

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Tree trimming

Cost $4000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2021

Description of work: Trim parkway ficus trees

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Upstairs windows

Cost $6000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2022

Description of work: Replace vinyl windows upstairs with appropriate wood windows

---

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Roof

Cost $1000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2023

Description of work: Maintain roof flashing and gutters on composite roof.

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Porch and walkway

Cost $8000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2024

Description of work: Return front porch and walkway to concrete, remove columns on either side of walkway.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 702 S. Bronson Avenue, Los Angeles, CA 90005

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: House

Cost $ 500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2024

Description of work: Engage specialist to determine attic insulation costs.

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $_____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $_____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: _____

Cost $_____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

EXHIBIT "A"

CITY OF LOS ANGELES

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

Ann Martha Rubin

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

6524 Commodore Sloat Drive.

(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and Ann Martha Rubin (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration *of such historical properties so as to retain their characteristics as properties of historical* significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Contributing Property and located at the street address 6524 Commodore Sloat Drive, Los Angeles, California 90048, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On NA, NA: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. NA pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. NA-NA); or, (b) The Property was determined to be a Contributing Structure to the Carthay Circle Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
   This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. **Renewal.**
   Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. **Standards for Historical Property.**
   During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. **Provision of Information of Compliance.**
Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. **Cancellation.**
City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. **Enforcement of Agreement**.
In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. **Binding Effect of Agreement.**
The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

8. **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.

To City:
Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:
Name: Ann Martha Rubin
Address: 6524 Commodore Sloat Drive
Los Angeles, CA 90048

9. **General Provisions.**
a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: Ann Martha Rubin
Owner Signature*

Ann Martha Rubin 5-19-15
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On May 20, 2015 before me, M.P. Curran
(insert name and title of the officer)

personally appeared Ann Martha Rubin,
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.

M. P. CURRAN
Commission # 2066300
Notary Public - California
Los Angeles County
My Comm. Expires May 28, 2018

Signature M.P. Curran (Seal)

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 6524 Commodore Sloat Drive, Los Angeles, CA 90048

OWNER(S) OF PROPERTY: Ann Martha Rubin

OWNER(S) MAILING ADDRESS: 6524 Commodore Sloat Drive, Los Angeles, CA 90048

HOME TELEPHONE: (323) 525-0007 WORK TELEPHONE:

MOBILE TELEPHONE: (415) 710-0735 ALTERNATE TELEPHONE:

OWNER(S) EMAIL: emailamr@aol.com ALTERNATE EMAIL:

PROPERTY INFORMATION

Legal Description: TRACT: 5542 BLOCK: none LOT: 331 ARB: 1

Assessor Identification Number (AIN): 5088 - 009 - 008 COUNCIL DISTRICT NO.: 5

PROPERTY PURCHASE DATE: 6/28/2013 MOST RECENT ASSESSED VALUE: $1,162,500.00

OWNER OCCUPIED: • YES NO USE: • SINGLE-FAMILY DWELLING MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? YES • NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? • YES NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? YES • NO

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: _____

☒ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: Carthay Circle HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1932 ARCHITECT(S): not known to me

ARCHITECTURAL STYLE: Spanish

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Ann Martha Rubin 3/30/15 _____ _____

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Ann Martha Rubin _____

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 6524 Commodore Sloat Drive, Los Angeles, CA 90048

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☒ Maintenance ☐ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: back and front terra-cotta tiled patios

Cost $1,300 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: clean tiles and apply 2 coats of protective sealer

---

☐ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: back steps from house to patio

Cost $325 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: add black iron railing to back stairs for safety; fabricate railing to match iron decorative work on front and sides of house

---

☐ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: kitchen

Cost $805 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: replace warped kitchen door with same style; install new deadbolt to meet fire code; add weather stripping

---

☒ Maintenance ☐ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: house interior

Cost $4,400 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: paint interior of house; patch wall cracks

---

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 6524 Commodore Sloat Drive, Los Angeles, CA 90048

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☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: dining room

Cost $468 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: purchase and install antique wrought-iron chandelier in keeping with period

---

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $_____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $_____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $_____ (round to nearest dollar) *Contract Year of Proposed Work Completion:* _____

Description of work: _____

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 6524 Commodore Sloat Drive, Los Angeles, CA 90048

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☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: east side of house exterior

Cost $2,400 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: paint east side of house where sun exposure is most intense; repair stucco and wood trim as needed; including perimeter walls of front patio

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: living room

Cost $700 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: install 2 electric-light wall scones in original locations; purchase style-appropriate light fixtures

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: interior entrance

Cost $600 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: install ceiling light; purchase style-appropriate light fixture

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: kitchen

Cost $500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: replace contemporary wall sconce lighting with style-appropriate fixture

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 6524 Commodore Sloat Drive, Los Angeles, CA 90048

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☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: main bedroom closet

Cost $1,550 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: add wood poles and shelving; paint; rehabilitate and hang original closet door with original hardware

---

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: front door

Cost $1,680 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: refinish and wax front side of front door using minimal treatment; remove paint and refinish wood on inside of door; repair mortise lock and correct hardware

---

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: windows

Cost $400 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: replace missing window screens

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $_____ (round to nearest dollar) *Contract Year of Proposed Work Completion:* _____

Description of work: _____

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 6524 Commodore Sloat Drive, Los Angeles, CA 90048

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☒ Maintenance ☐ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: large Chinese Elm tree on front parkway, overhanging most of front lawn

Cost $400 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: trim tree for aesthetics and to prevent canopy from toppling in wind; to ensure long life of tree

---

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: front pathway

Cost $500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: repair eroded decomposed granite on front walkway

---

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $_____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $_____ *(round to nearest dollar)* *Contract Year of Proposed Work Completion:* _____

Description of work: _____

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 6524 Commodore Sloat Drive, Los Angeles, CA, 90048

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☒ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: interior walls in dining room and main bedroom

Cost $300 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: remove stereo controls embedded in plaster walls; repair holes in walls and paint to match

---

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: garage doors

Cost $1,800 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: restore two, original double carriage doors on garage; repair joints, hinges, locks; rehang both doors; paint inside of doors for protection

---

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: main bedroom

Cost $400 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: replace contemporary wall sconce with style-appropriate light fixture

---

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: west side of house

Cost $3,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: install root barrier in pathway between wall of ivy and house to prevent ivy damaging house stucco and foundation; restore gravel path

---

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 6524 Commodore Sloat Drive, Los Angeles, CA, 90048

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☒ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: rain downspout on east side of house

Cost $400 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: mend broken metal on lower section of rain downspout and install rain barrel

---

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: fence on east side of house

Cost $1,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: add landscape fence between driveway and neighbor's home to improve aesthetics; use low-water shrubs or small trees; remove gravel

---

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: front yard

Cost $4,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: add lighting for safety with sensitivity to environment and period feel of home; includes opening and patching interior and exterior walls and interior controls

---

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: west side of house exterior

Cost $3,900 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: repair damaged stucco at base of east side of house; install metal reglet and re-stucco; prime and paint

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EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

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☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: east side of house, along driveway

Cost $2,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: fabricate and install canvas window awnings with period hardware; for sun protection

---

■ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: front porch

Cost $1,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: fabricate and install black iron railing(s) on front steps for safety; in same style as other decorative iron work

---

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: pergola in backyard

Cost $100 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: remove most of built-up vines on top of pergola to reduce weight on structure; keep vine trunks intact to ensure regrowth

---

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: parkway in front of house

Cost $1,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: remove grass; install drought-tolerant landscape that's sensitive to the large Chinese Elm on parkway; install drip irrigation

---

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

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☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: pale yellow tiled powder room

Cost $200 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: repair and seal grout in tiles

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: orchid tiled bathroom

Cost $300 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: repair and seal grout in tiles

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: roofs on house and garage

Cost $2,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: maintenance and repair of flat roofs and clay tiles

---

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: large Chinese Elm tree on front parkway, overhanging most of front lawn

Cost $400 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: trim tree for aesthetics and to prevent canopy from toppling in wind; to ensure long life of tree

---

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 6524 Commodore Sloat Drive, Los Angeles, CA 90048

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: black iron gates on driveway, around patio front entrance, and sides of house

Cost $1,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: sand iron gates; prime and paint with 2 coats of enamel black paint

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☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: terra-cotta tiles on back and front patios

Cost $2,100 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: clean tiles and apply 2 coats of protective sealer

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☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: house and garage exterior

Cost $11,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: paint exterior of house and garage, patch cracks in stucco, special attention to wood trim; use lighter color that would be more consistent with period

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☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: backyard

Cost $5,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: remove lawn, add permeable surface, add flower beds and trees, complete conversion to drip irrigation

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CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

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☒ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: main bedroom

Cost $400 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: reconstruct wood screen door on back of house

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☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: kitchen

Cost $800 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: replace broken ceramic counter tiles with matching tiles; clean and seal grout

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☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: backyard

Cost $2,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: install lighting for safety and atmosphere in keeping with period feel of home and landscape; possibly change bright driveway lights to motion sensor lights

---

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: backyard

Cost $1,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: add more drip irrigation and rain storage tanks that complement the landscape or properly hidden from view

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EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

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☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: pale yellow tiled powder room

Cost $200 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: repair and seal grout in tiles

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: orchid tiled bathroom

Cost $300 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: repair and seal grout in tiles

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: roofs on house and garage

Cost $2000 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: maintenance and repair of flat roofs and clay tiles

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☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: large Chinese Elm tree on front parkway, overhanging most of front lawn

Cost $400 *(round to nearest dollar)* *Contract Year of Proposed Work Completion:* 2020

Description of work: trim tree for aesthetics and to prevent canopy from toppling in wind; to ensure long life of tree

---

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 6524 Commodore Sloat Drive, Los Angeles, CA 90048

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☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: interior

Cost $9,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2021

Description of work: paint all interior rooms; patch cracks; special attention to casement window frames

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☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: interior floors

Cost $5,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2021

Description of work: refinish oak wood floors throughout house

---

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: interior built-in furniture

Cost $500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2021

Description of work: repair or restore faces of period drawers in bathroom and linen cupboard in hallway

---

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: windows throughout house

Cost $1,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2021

Description of work: tune-up original in-swinging casement windows to reduce sticky, loose, and gapping areas to prolong their life

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EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 6524 Commodore Sloat Drive, Los Angeles, CA 90048

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☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: terra-cotta tiles on back and front patios

Cost $2,100 (round to nearest dollar) Contract Year of Proposed Work Completion: 2022

Description of work: clean tiles and apply 2 coats of protective sealer

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☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: black iron gates on driveway, around patio front entrance, and sides of house

Cost $1,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2022

Description of work: sand iron gates; prime and paint with 2 coats of enamel black paint

---

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: driveway

Cost $1,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2022

Description of work: repair broken concrete and fill cracks

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $_____ (round to nearest dollar) *Contract Year of Proposed Work Completion:* _____

Description of work: _____

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CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

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☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: pale yellow tiled powder room

Cost $200 (round to nearest dollar) Contract Year of Proposed Work Completion: 2023

Description of work: repair and seal grout in tiles

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: orchid tiled bathroom

Cost $200 (round to nearest dollar) Contract Year of Proposed Work Completion: 2023

Description of work: repair and seal grout in tiles

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: house and garage roofs

Cost $12,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2023

Description of work: new roofs on house and garage; add insulation under house roof to keep house cooler and warmer while increasing energy efficiency

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☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: large Chinese Elm tree on front parkway, overhanging most of front lawn

Cost $400 (round to nearest dollar) Contract Year of Proposed Work Completion: 2023

Description of work: trim tree for aesthetics and to prevent canopy from toppling in wind; to ensure long life of tree

---

EXHIBIT "A"

CITY OF LOS ANGELES

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

EXHIBIT "B"

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

Joseph A. Benkovich

Rebecca S. Benkovich,

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

6421 East Crescent Street, Los Angeles, CA 90042.

(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and Joseph A. Benkovich and Rebecca S. Benkovich (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Original Condron House and located at the street address 6421 East Crescent Street, Los Angeles, California 90042, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On September 22, 2010: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. _____ pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. 10-2331); or, (b) The Property was determined to be a Contributing Structure to the Highland Park - Garvanza Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. **Renewal.**
Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. **Standards for Historical Property.**
During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. **Provision of Information of Compliance.**
Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. **Cancellation.**
City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. **Enforcement of Agreement.**
In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. **Binding Effect of Agreement.**
The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

8. **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.

To City:
Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: *Historical Property Contracts Manager*

To Owner:
Name: Joseph A. Benkovich and Rebecca S. Benkovich
Address: 6421 East Crescent Street
Los Angeles, CA 90042

9. **General Provisions.**
   a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: _____
Owner Signature*

Joseph A. Benkovich May 11, 2015
Print Name Date

By: _____
Owner Signature*

Rebecca S. Benkovich May 11, 2015
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On May 11, 2015 before me, KAREN LILIANA GARCIA, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared Joseph A. Benkovich & Rebecca S. Benkovich,
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.

KAREN LILIANA GARCIA
Commission # 2002199
Notary Public - California
Los Angeles County
My Comm. Expires Dec 27, 2016

Signature _____ (Seal)

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 6421 East Crescent street, Los Angeles, CA 90042

OWNER(S) OF PROPERTY: Joseph A. Benkovich and Rebecca S. Benkovich

OWNER(S) MAILING ADDRESS: 6421 East Crescent street, Los Angeles, CA 90042

HOME TELEPHONE: _____ WORK TELEPHONE: _____

MOBILE TELEPHONE: (412) 389-9069 ALTERNATE TELEPHONE: (323) 775-8672

OWNER(S) EMAIL: jabenkovich@gmail.com ALTERNATE EMAIL: becca.sisson@gmail.com

PROPERTY INFORMATION

Legal Description: TRACT: Garvanza Addition No. 1 BLOCK: 19 LOT: 8 ARB: 2

Assessor Identification Number (AIN): 6493 - 018 - 018 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: 10/26/2012 MOST RECENT ASSESSED VALUE: $400,629.00

OWNER OCCUPIED: (•) YES ( ) NO USE: (•) SINGLE-FAMILY DWELLING ( ) MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ( ) YES (•) NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? (•) YES ( ) NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ( ) YES (•) NO

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: _____

☑ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: Highland Park-Garvanza HISTORIC PROPERTY NAME: Original Condron House

ORIGINAL CONSTRUCTION DATE: 1894 ARCHITECT(S): Griffith C. Condron

ARCHITECTURAL STYLE: Queen Anne Cottage

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

3-13-2015 3-13-15

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Joseph A. Benkovich Rebecca S. Benkovich

PRINT NAME PRINT NAME

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 6421 Crescent Street, Los Angeles, CA 90042

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☒ Maintenance ☐ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Electrical

Cost $ 11,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2012

Description of work: Replaced all knob & tube wiring. Installed 200 amp electric panel.

☒ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Roof ridgecap

Cost $ $800 (round to nearest dollar) Contract Year of Proposed Work Completion: 2013

Description of work: Replaced roof ridgecap.

☐ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Entry porch

Cost $ $900 (round to nearest dollar) Contract Year of Proposed Work Completion: 2013

Description of work: Rehabilitated entry porch and redwood boards on residence.

☒ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Hardwood floors

Cost $ 1,750 (round to nearest dollar) Contract Year of Proposed Work Completion: 2013

Description of work: Restored hardwood floors throughout home.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 6421 Crescent Street, Los Angeles, CA 90042

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☒ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Exterior redwood shingles

Cost $ 500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2013

Description of work: Replace lost/mangled redwood shingles and paint same.

☒ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Interior surfaces

Cost $ 2,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2013

Description of work: Paint interior surfaces of residence and all trim pieces.

☒ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Windows

Cost $ 1,200 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Replace pulleys and sash cords rendering double-hung windows functional.

☒ Maintenance ☐ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Sewer line

Cost $ 15,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Replace 110' sewer line.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 6421 Crescent Street, Los Angeles, CA 90042

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Foundation

Cost $ 10,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Seismically retrofit and bolt foundation.

☒ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Driveway, concrete pad & patio

Cost $ 16,200 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Create concrete Hollywood driveway, car pad and patio; replace gate.

☒ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Entry door

Cost $ 3,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Replicate Victorian door with deadbolt lock to replace deteriorated door.

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Molding, baseboard, trim pieces

Cost $ 5,540 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Rehabilitate/replicate above features throughout home.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 6421 Crescent Street, Los Angeles, CA 90042

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☒ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Bug screens

Cost $675 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Replicate bug screens in cedar for six windows.

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Front lawn

Cost $3,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: Landscape front lawn utilizing California native plants drought tolerant plants.

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Rear lawn

Cost $4,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Landscape rear yard, rerouting sprinkler system.

☒ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Rear cedar fence

Cost $3,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2021

Description of work: Rehabilitate/replicate 8' cedar fence at rear property line.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 6421 Crescent Street, Los Angeles, CA 90042

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Front picket fence

Cost $750 (round to nearest dollar) Contract Year of Proposed Work Completion: 2021

Description of work: Replicate decayed front yard wooden picket fence.

■ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Four rooms, closet & attic closet

Cost $6,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2022

Description of work: Rehabilitate plaster in 4 rooms and a closet. Plaster rehabilitation in attic closet, including 6' x 6' open hole in ceiling. [2023]

■ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Dining room & living room

Cost $1,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2024

Description of work: Replicate plaster medallions for chandeliers at living and dining room.

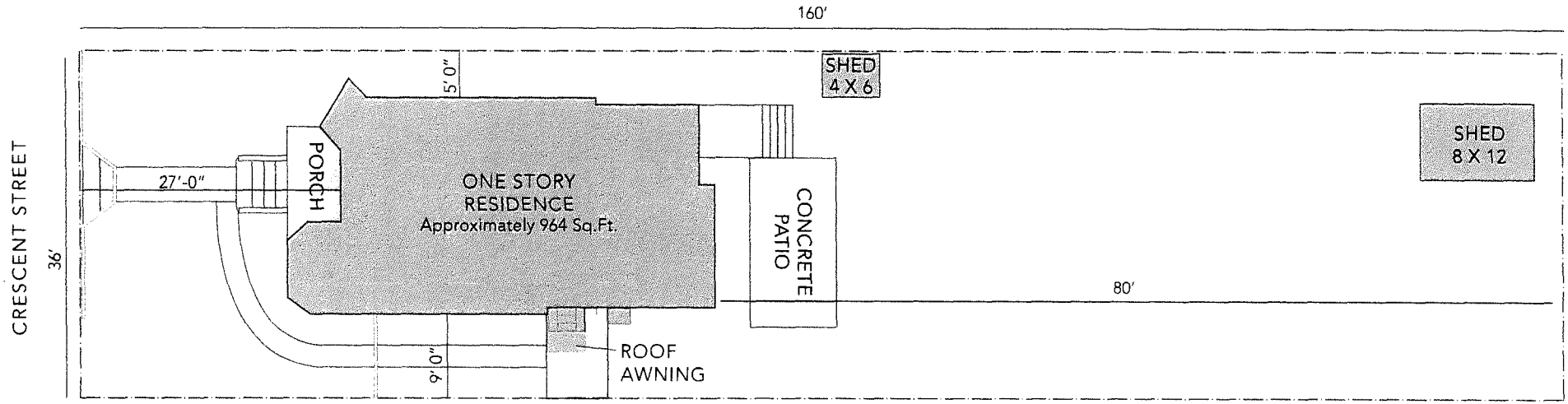
■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Roof above kitchen/bathroom addition

Cost $5,800 (round to nearest dollar) Contract Year of Proposed Work Completion: 2025

Description of work: Create proper roof above kitchen/bathroom addition to replace ersatz one.

EXHIBIT "A"



PLOT PLAN
6421 CRESCENT ST
LOS ANGELES, CA 90042
1/16" = 1'-0"

NORTH

CITY OF LOS ANGELES

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

Donald I. Brown, Trustee, Donald L. Brown Trust

Christopher L. Parsons, Trustee, Christopher L. Parsons Trust ,
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

2574 Glendower Avenue .
(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and Donald I. Brown and Christopher L. Parsons (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Hlaffer-Courcier Residence and located at the street address 2574 Glendower Avenue, Los Angeles, California 90027, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On June 25, 2014 : (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. 1069 pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. 14-0709); or, (b) The Property was determined to be a Contributing Structure to the _____ Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
   This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. **Renewal.**
   Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. **Standards for Historical Property.**
   During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. **Provision of Information of Compliance.**
Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. **Cancellation.**
City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. **Enforcement of Agreement**.
In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. **Binding Effect of Agreement.**
The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

8. **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.

To City:
Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:
Name: Donald I Brown Trust & Christopher L Parsons Trust
Address: 2574 Glendower Avenue
Los Angeles, CA 90027

9. **General Provisions.**
   a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: Donald I. Brown
Owner Signature*

~~Donald I. Brown~~ 5/5/15
Print Name Date

By: Christopher L. Parsons
Owner Signature*

~~Christopher L Parsons~~ 5/5/15
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On 05/05/2015 before me, Alex Mineros,
Date *Here Insert Name and Title of the Officer*

personally appeared Donald I. Brown and Christopher L. Parsons,
Name(s) of Signer(s)

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.

ALEX MINEROS
Commission # 2093991
Notary Public - California
Los Angeles County
My Comm. Expires Dec 18, 2018

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Historical Property Contract Document Date: N/A
Number of Pages: 6 Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name:	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing:	Signer Is Representing:

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CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 2574 Glendower Avenue, Los Angeles, CA 90027

OWNER(S) OF PROPERTY: Donald I Brown Tr., Donald I Brown Trust, Christopher L Parsons Tr., Christopher L Parsons Tr

OWNER(S) MAILING ADDRESS: 2574 Glendower Avenue, Los Angeles, CA 90027

HOME TELEPHONE: (323) 665-6076 WORK TELEPHONE:

MOBILE TELEPHONE: ALTERNATE TELEPHONE:

OWNER(S) EMAIL: cparsons@hotmail.com ALTERNATE EMAIL:

PROPERTY INFORMATION

Legal Description: TRACT: Tract No. 4441 BLOCK: N/A LOT: 15 Ex E 25' ARB: 1

Assessor Identification Number (AIN): 5588 - 019 - 015 COUNCIL DISTRICT NO.: 4

PROPERTY PURCHASE DATE: 7/28/1999 MOST RECENT ASSESSED VALUE: $783,614.00

OWNER OCCUPIED: • YES NO USE: • SINGLE-FAMILY DWELLING MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? YES • NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? • YES NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? YES • NO

HISTORICAL SIGNIFICANCE

☑ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: 1069 HCM NAME: Hlaffer-Courcier Residence

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: HISTORIC PROPERTY NAME:

ORIGINAL CONSTRUCTION DATE: 1923 ARCHITECT(S): Rufus Buck

ARCHITECTURAL STYLE: Storybook Style

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Donald I. Brown 3/15/2015 Christopher L. Parsons 3/10/2015

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Donald I. Brown Christopher L. Parsons

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 2574 Glendower Avenue, Los Angeles, CA 90027

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Plaster and Paint, Living Room, Dining Room, Library.

Cost $2,400.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Repair plaster and repaint walls.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: 4 French Doors, Master & Guest Bedrooms, Dining Room, Living Room & Library.

Cost $3,650.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Repair 4 French doors and repaint moldings.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Master bedroom and hallway French doors.

Cost $3,820.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Repair French doors, repair North wall, stripping and refinishing hardware

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Front gate

Cost $200.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Repair iron rails.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 2574 Glendower Avenue, Los Angeles, CA 90027

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Landscaping - Gardens

Cost $6,500.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Plantings upgrades/replacements, stonework repairs..

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Front walkway and drainage pipes.

Cost $12,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Re-pour concrete as historic and replace missing stones, redo drainage pipes.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Kitchen Cabinets and windows.

Cost $4,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Refinish kitchen cabinets and windows.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Garage doors

Cost $5,570.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: Restore garage doors and upgrade poor working mechanisms.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 2574 Glendower Avenue, Los Angeles, CA 90027

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☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Roof

Cost $ 50,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2021

Description of work: Complete roofing replacement, using fire retardant materials that replicate original wood shake.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Exterior paint

Cost $ 18,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2023

Description of work: Re-paint entire exterior of house, both wood and stucco surfaces.

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: Insurance

Cost $ 2,200.00 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Annual homeowners insurance premium

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: DWP

Cost $ 3,682.00 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Annual water and power costs.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 2574 Glendower Avenue, Los Angeles, CA 90027

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☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: Gas

Cost $567.00 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Annual gas payment total

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: Burglar Alarm

Cost $479.00 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Annual burglar alarm monitoring fee.

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $_____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $_____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

EXHIBIT "A"

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

EXHIBIT "B"

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

David L. Cremin and Dana-Joy Cremin

Trustees of the Cremin Family Trust,

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

1950 N. Edgemont Street.

(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and David L. Cremin and Dana-Joy Cremin (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the J. W. Blank Residence and located at the street address 1950 N. Edgemont Street, Los Angeles, California 90027, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On May 13, 2014: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. 1068 pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. 14-0475); or, (b) The Property was determined to be a Contributing Structure to the _____ Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
   This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. **Renewal.**
   Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. **Standards for Historical Property.**
   During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. **Provision of Information of Compliance.**
Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. **Cancellation.**
City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. **Enforcement of Agreement**.
In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. Binding Effect of Agreement.

The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

8. 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.

To City:

Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:

Name: David L. Cremin and Dana-Joy Cremin

Address: 1950 N. Edgemont Street

Los Angeles, CA 90027

9. General Provisions.

a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: _____
Owner Signature*

David L. Cremin 5-13-15
Print Name Date

By: _____ 5-13-2015
Owner Signature*

Dana-Joy Cremin
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On May 13, 2015 before me, Tan Si Doan, notary
(insert name and title of the officer)

personally appeared David L. Cremin and Dana-Joy Cremin,
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.

TAN SI DOAN
Commission # 2039953
Notary Public - California
Ventura County
My Comm. Expires Aug 31, 2017

Signature _____ (Seal)

CITY OF LOS ANGELES

CULTURAL HERITAGE COMMISSION APPLICATION FOR EXEMPTION FROM LIMITATION ON ELIGIBILITY FOR HISTORICAL PROPERTY CONTRACT

Los Angeles Administrative Code § 19.142 "Limitations on Eligibility" provides that:
...eligibility for Historical Property Contracts shall be limited... to buildings or structures with a pre-contract assessed valuation of $1,500,000 or less for Single-Family dwellings, and $3,000,000 or less for Multi-Family residential, commercial or industrial buildings, unless the individual property is granted an exemption from those limits by the Cultural Heritage Commission.

The Cultural Heritage Commission may grant exemption from the limitations imposed by this Section when:

(a) granting the exemption will assist in the preservation of a structure (including unusual and/or excessive maintenance requirements) that would otherwise be in danger of demolition, substantial alteration or relocation; and

(b) the structure is an exceptional Historic-Cultural Monument or Contributing Structure to an HPOZ; and

(c) granting the exemption will not cause the cumulative loss of property tax revenue to the City to exceed $2,000,000 annually.

1. **NAME:** David L Cremin and Dana-Joy Cremin, Trustees of The Cremin Family Trust

2. **ADDRESS:** 1950 N. Edgemont Strreet, Los Angeles, CA 90027

3. **ADDRESS OF PROPERTY:** 1950 N. Edgemont Strreet, Los Angeles, CA 90027

4. **HISTORIC-CULTURAL MONUMENT NUMBER:** 1068 **or HPOZ:** _____

5. **TAX ASSESSED VALUATION (Attach a copy of your most recent tax bill): $** 1,891,401.00

6. **EXEMPTION CRITERION:** Granting the exemption will assist in the preservation of a structure that would otherwise be in danger of demolition, substantial alteration or relocation. ***A Historic Structure Report prepared for the property is attached.***

I, _____, owner of the structure referenced above apply for exemption from the limitations contained in L.A.A.C. §19.142. I certify, under the penalty of perjury, that the information attached and provided above is accurate. Executed this _____ day of _____, 2015, at _____, California.

David Cremin

Owner's Name (print or type)

Owners Signature

For Office Use Only

A) Cumulative loss of more than $2,000,000? _____
B) Exceptional HCM or HPOZ Contributing Structure? _____
C) Specific threat to resource? Complete HSR submitted? _____

Percent above limit _____ % Three criteria satisfied? _____ Initial_____

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 1950 N. Edgemont Street, Los Angeles, CA 90027

OWNER(S) OF PROPERTY: David L. and Dana-Joy Cremin, Trustees, The Cremin Family Trust

OWNER(S) MAILING ADDRESS: 1950 N. Edgemont Street, Los Angeles, CA 90027

HOME TELEPHONE: (213) 220-9599 WORK TELEPHONE:

MOBILE TELEPHONE: ALTERNATE TELEPHONE: (213) 999-9543

OWNER(S) EMAIL: cremindj@gmail.com ALTERNATE EMAIL: david@dfjfrontier.com

PROPERTY INFORMATION

Legal Description: TRACT: Tract No. 3907, Los Feliz Square BLOCK: N/A LOT: 201 ARB: N/A

Assessor Identification Number (AIN): 5589 - 018 - 025 COUNCIL DISTRICT NO.: 4

PROPERTY PURCHASE DATE: 3/19/2004 MOST RECENT ASSESSED VALUE: $1,891,401.00

OWNER OCCUPIED: ◉ YES ○ NO USE: ◉ SINGLE-FAMILY DWELLING ○ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ○ YES ◉ NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ◉ YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ◉ NO

HISTORICAL SIGNIFICANCE

☑ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: 1068 HCM NAME: J. W. Blank Residence

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: HISTORIC PROPERTY NAME:

ORIGINAL CONSTRUCTION DATE: 1927 ARCHITECT(S): Harry Hayden Whiteley

ARCHITECTURAL STYLE: Spanish Colonial Revival

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

3-18-15 3.18.15

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

David L. Cremin Dana-Joy Cremin

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1950 N. Edgemont Street, Los Angeles, CA 90027

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☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Foundation

Cost $42,350.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Upgrade foundation beneath the house.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Garage

Cost $14,180.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Install new garage header and a more appropriate door.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Roof

Cost $117,731.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Document & remove & salvage barrel tile roof,install new membrane & flashings and re-install original roof tiles.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Gutters

Cost $57,212.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Replace tin gutters and downspouts with copper, including internal section, replicating details of original system.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1950 N. Edgemont Street, Los Angeles, CA 90027

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☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Scaffolding for roof and gutter work.

Cost $16,375.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Provide and install scaffold at perimeter of house to facilitate roof and gutter work.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Rafter tails, master bedroom, porch railing, etc.

Cost $14,590.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Perform wood repairs for dry rot and install hidden covers to protect rafter tails from future rot. Restore damaged woodwork in other areas.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Exterior trim.

Cost $25,317.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Paint eaves, rafter tails, new gutters and downspouts to match existing.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Windows and doors

Cost $74,560.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: Repair wood windows, doors and screens, prime and paint same.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1950 N. Edgemont Street, Los Angeles, CA 90027

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Upstairs North shower

Cost $6,480.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: Replace shower pan, best matching original tile on the rest of the shower.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Rear porch

Cost $6,470.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Properly repair railing and concrete around the base of railing, matching original.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Driveway

Cost $41,400.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Document existing pattern, remove damaged portion, install new concrete matching original texture, color and pattern.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Lower East balcony

Cost $4,400.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Redesign floor area to facilitate better drainage.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1950 N. Edgemont Street, Los Angeles, CA 90027

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Landscaping

Cost $ 20,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2021

Description of work: Restore landscaping with appropriate new plantings with more traditional drought resistant plants.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Front walkway

Cost $ 18,210.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2024

Description of work: Remove and redo cracked portions of walkway, matching historic pattern, texture and color of concrete.

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: Insurance

Cost $ 5,256.00 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Annual homeowner's insurance premium.

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: DWP

Cost $ 560.00 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Average monthly DWP expenses.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1950 N. Edgemont Street, Los Angeles, CA 90027

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $ 244.00 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Average monthly gas expenditure.

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: Burglar alarm.

Cost $ 83.00 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Monthly burglar alarm monitoring cost.

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $_____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $_____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1950 N. Edgemont Street

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Foundation and Walls

Cost $ 2000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Conduct a study of the current seismic upgrades to the house and implement upgrades where needed

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Site

Cost $ 32000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: Create a master landscape plan that identifies aspects of the historic landscape, studies site hydrology, and proposes plan for entire property

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $ _____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $ _____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

EXHIBIT "A"

1950 N. Edgemont Street, Los Angeles, CA 90027
Other Operating Expenses

Burglar alarm maintenance and security petrol fee:

$83.00 per month

$996.00 per year

CITY OF LOS ANGELES

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

EXHIBIT "B"

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

Jon Patrick Blando

Kim Massman Blando,

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

245 North Gower Street.

(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and Jon Patrick Blando and Kim Massman Blando (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Residence for A. G. Scudder and located at the street address 245 North Gower Street, Los Angeles, California 90004, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On NA, NA: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. NA pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. NA-NA); or, (b) The Property was determined to be a *Contributing Structure* to the Windsor Square Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
   This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. **Renewal.**
   Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. **Standards for Historical Property.**
   During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. **Provision of Information of Compliance.**
Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. **Cancellation.**
City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. **Enforcement of Agreement**.
In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. **Binding Effect of Agreement.**
The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

8. **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.

To City:
Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:
Name: Jon Blando and Kim Blando
Address: 245 North Gower Street
Los Angeles, CA 90004

9. **General Provisions.**
a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: _____
Owner Signature*

Jon Patrick Blando 5/7/15
Print Name Date

By: _____
Owner Signature*

Kim Massman Blando 5/7/15
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On 05/16/2015 before me, Seung H. Kim (Notary Public)
(insert name and title of the officer)

personally appeared Kim Massman Blando and Jon Patrick Blando,
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.

SEUNG H. KIM
COMM. #2017595
NOTARY PUBLIC • CALIFORNIA
LOS ANGELES COUNTY
My Comm Expires APR 5 2017

Signature _____ **(Seal)**

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 245 North Gower Street, Los Angeles, CA 90004

OWNER(S) OF PROPERTY: Jon Patrick Blando & Kim Massman Blando

OWNER(S) MAILING ADDRESS: 245 N. Gower St., Los Angeles, CA 90004

HOME TELEPHONE: (310) 403-9859 WORK TELEPHONE: (818) 777-2804

MOBILE TELEPHONE: (818) 219-7915 ALTERNATE TELEPHONE:

OWNER(S) EMAIL: jonblando@mac.com ALTERNATE EMAIL: jonblando@gmail.com

PROPERTY INFORMATION

Legal Description: TRACT: TR 3743 BLOCK: 11 LOT: 40 ARB: 2

Assessor Identification Number (AIN): 5515 - 025 - 017 COUNCIL DISTRICT NO.: 4

PROPERTY PURCHASE DATE: 1/23/2015 MOST RECENT ASSESSED VALUE: $1,435,000.00

OWNER OCCUPIED: ◉ YES ○ NO USE: ◉ SINGLE-FAMILY DWELLING ○ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ○ YES ◉ NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ◉ YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ◉ NO

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: _____

☒ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: Windsor Square HISTORIC PROPERTY NAME: Residence for A. G. Scudder

ORIGINAL CONSTRUCTION DATE: 1921 ARCHITECT(S): Data Not Available

ARCHITECTURAL STYLE: Tudor Revival

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

OWNER SIGNATURE	DATE	OWNER SIGNATURE	DATE
	5/10/15		5/16/15
Jon Blando		Kim Blando	
PRINT NAME		PRINT NAME	

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 245 North Gower Street, Los Angeles, CA 90004

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Seismic Retrofit & Reinforce the original brick foundation (1921)

Cost $ 30,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Installed a secondary concrete foundation (sister foundation system) along the perimeter of the original brick foundation for seismic compliance.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Post and Pier Assembly - corrected support structure under the house.

Cost $ 5000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Due to lack of adequate support new post/piers were added to support the main girder, which itself supports sections of flooring.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Front Door and Main Entryway

Cost $ 7200 *(round to nearest dollar)* *Contract Year of Proposed Work Completion:* 2016

Description of work: Replace front door and entryway with an appropriate style indicative of tudor revival architecture. Remove/ replace features not original to house.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: First Floor Half-bathroom

Cost $ 2800 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Remove modern decoration and replace bathroom fixtures. Restore bathroom to its original tudor interior.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 245 North Gower Street, Los Angeles, CA 90004

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Restore Front Porch

Cost $ 6500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Replace italian tile on front porch and restore it with the original brick syle.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Backyard Landscaping & Water Efficient Irrigation

Cost $ 2600 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Re-landscape front yard with appropriate foliage and water efficient irrigation.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Front Walk-Way to House

Cost $ 5500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Replace concrete walk-way with a classic brick walk-way. Install classic brick posts and energy efficient lighting condusive to the classic tudor style.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Front Yard Landscaping & Water Efficient Irrigation

Cost $ 3700 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Re-landscape front yard with appropriate foliage and water efficient irrigation.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 245 North Gower Street, Los Angeles, CA 90004

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Master Bathroom

Cost $ 9500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: Remove modern bathroom design and restore bathroom to a classic design with efficient fixtures.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Gutters and downspouts

Cost $ 2300 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: Replace and all gutters and downspouts.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Chimney, Fireplace & Fireplace Mantel

Cost $ 9700 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Replace modern fireplace Mantel with a classic design and repair firebox for eventual use.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Kitchen

Cost $ 40,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2021

Description of work: Restore & Upgrade kitchen to classic design. Replace all appliances with energy efficient appliances.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 245 North Gower Street, Los Angeles, CA 90004

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: First Floor Heating & Cooling Unit

Cost $ 7500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2022

Description of work: Replace first floor heating and cooling unit (including duct work) and replace with energy efficient unit.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Lighting Fixtures and Chandaliers

Cost $ 2500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2022

Description of work: Replace all modern and inappropriate chandaliers with historical tudor appropriate lighting.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: First Floor Bathroom (Full)

Cost $ 8500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2023

Description of work: Remove modern bathroom design and restore bathroom to a classic design with efficient fixtures. Entryway redesigned for hallway - not bedrooms.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Stucco

Cost $ 4500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2023

Description of work: Repair all cracked and water damaged stucco.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 245 North Gower Street, Los Angeles, CA 90004

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Exterior Surfaces and Trim

Cost $ 15000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2024

Description of work: Paint exterior of the house including trim.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Roof

Cost $ 14000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2025

Description of work: Replace Roof

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Second Floor Heating & Cooling Unit

Cost $ 7500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2026

Description of work: Replace second floor heating and cooling unit (including duct work) and replace with energy efficient unit.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Drainage and Negative grade

Cost $ 6800 (round to nearest dollar) Contract Year of Proposed Work Completion: 2026

Description of work: Fix the drainage grade around perimeter of house and install a drain in backyard to prevent water build-up and flooding.

EXHIBIT "A"

CITY OF LOS ANGELES

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

EXHIBIT "B"

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

Aaron L. Brown and Natasha Newman Thomas

Nanci Newman,

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

1139 S Harvard Blvd.

(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and Aaron L. Brown, Natasha Newman Thomas, Nanci New (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Peet House and located at the street address 1139 S Harvard Blvd, Los Angeles, California 90006, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On September 21, 1983: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. 272 pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. 83-1171); or, (b) The Property was determined to be a Contributing Structure to the NA Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
   This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. **Renewal.**
   Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. **Standards for Historical Property.**
   During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. **Provision of Information of Compliance.**
Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. **Cancellation.**
City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. **Enforcement of Agreement.**
In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. **Binding Effect of Agreement.**
The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

8. **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.

To City:
Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:
Name: Aaron Brown and Natasha Brown
Address: 1139 S Harvard Blvd
Los Angeles, CA, 90006

9. **General Provisions.**
a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: _____ 5.19.15
Owner Signature*

Aaron L. Brown
Print Name Date

By: _____
Owner Signature*

Natasha Newman Thomas 5/19/15
Print Name Date

By: _____
Owner Signature*

Nanci Newman 5.19.15
Print Name Date

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On May 19, 2015 before me, Daniel Parseghian, Notary Public personally appeared

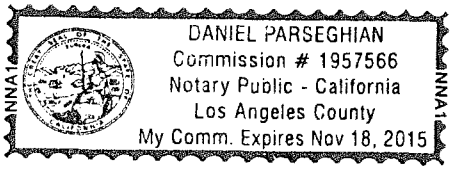
Aaron L. Brown, Natasha Newman Thomas & Nanci Newman who proved to me

on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons or entity upon behalf of which the persons 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

Daniel Parseghian



OPTIONAL

Description of Attached Document

Title or Type of Document: **City of LA – Historical Property Contract**

Document Date: **May 19, 2015** Number of Pages: **6**

Signer(s) Other Than Named Above: **None**

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 1139 S Harvard Blvd, Los Angeles, CA, 90006

OWNER(S) OF PROPERTY: Aaron Brown and Natasha Brown

OWNER(S) MAILING ADDRESS: 1139 S Harvard Blvd, Los Angeles, CA, 90006

HOME TELEPHONE: _____ WORK TELEPHONE: _____

MOBILE TELEPHONE: 7072279837 ALTERNATE TELEPHONE: 3233569908

OWNER(S) EMAIL: aaronlewisbrown@gmail.com ALTERNATE EMAIL: natashanewmanthomas@gmail.cor

PROPERTY INFORMATION

Legal Description: TRACT: Electric Railway Homestead A BLOCK: 39 LOT: 9 ARB: _____

Assessor Identification Number (AIN): 5080 - 021 - 022 COUNCIL DISTRICT NO.: 1

PROPERTY PURCHASE DATE: 1/27/2015 MOST RECENT ASSESSED VALUE: _____

OWNER OCCUPIED: ● YES NO USE: SINGLE-FAMILY DWELLING MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? YES ● NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ● YES NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? YES ● NO

HISTORICAL SIGNIFICANCE

☑ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: 272 HCM NAME: The Peet House

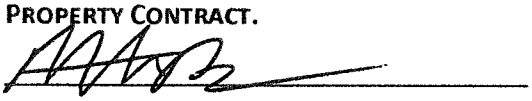
☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1890 ARCHITECT(S): _____

ARCHITECTURAL STYLE: Victorian

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.



3/31/15

OWNER SIGNATURE DATE

Aaron Brown

PRINT NAME

3/31/15

OWNER SIGNATURE DATE

Natasha Brown

PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1139 S Harvard Blvd, Los Angeles, CA, 90006

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Floor restoration

Cost $ 7,500.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Demolition of rotted carpet, wood and vinyl flooring. Refinish and wax original floorboards with Organic Linseed based oils.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Restore broken double hung window frames and windows

Cost $ 18,800 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Remove lead paint, rebuilt window frames, replace broken glass, rope, weights, etc.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Paint house exterior

Cost $ 15,000-25,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Remove lead paint, prime, 2 coat paint in Victorian post civil war color scheme

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☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Chimney restoration

Cost $ 8,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Although we do not plan to use the wood burning fire place (it was eventually a wood burning cast iron stove) it is central to the house's structural integrity and appearance

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EXHIBIT "A"

CITY OF LOS ANGELES

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

Albert C. Blondeel-Timmerman

Kim Annette Calvert ,

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

1732 South Harvard Boulevard, Los Angeles, CA 90006 .

(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and Albert C. Blondeel-Timmerman & Kim Annette Calvert (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the House for Bessie Marley and located at the street address 1732 S. Harvard Blvd., Los Angeles, California 90006, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On August 2, 2000: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. _____ pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. 00-1458); or, (b) The Property was determined to be a Contributing Structure to the Harvard Heights Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
   This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. **Renewal.**
   Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. **Standards for Historical Property.**
   During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. **Provision of Information of Compliance.**
Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. **Cancellation.**
City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. **Enforcement of Agreement**.
In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. **Binding Effect of Agreement.**
The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

8. **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.

To City:
Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:
Name: Albert C. Blondeel-Timmerman & Kim Annette Calvert
Address: 1732 S. Harvard Boulevard
Los Angeles, CA 90006

9. **General Provisions.**
a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: _____
Owner Signature*

Albert C. Blondeel-Timmerman 5/6/2015
Print Name Date

By: _____
Owner Signature*

Kim Annette Calvert 5/6/2015
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

CITY OF LOS ANGELES

NOTARY ACKNOWLEDGMENT FORM

The notarized signature of the majority representative owner or owners, as established by deed or contract, of the subject property or properties is required for the filing of this application. (Additional sheets may be attached.)

State of California

County of Los Angeles

On May 6, 2015 (DATE) before me, Armando V. Gonzales, Notary Public (HERE INSERT NAME AND TITLE OF THE OFFICER), NOTARY PUBLIC personally appeared Kim Annette Calvert, Albert C. Blondeel-Timmerman (NAME(S) OF SIGNER(S)),

who proved to me on the basis of satisfactory evidence to be the person(s) who 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)

ARMANDO V. GONZALES
Commission # 1981357
Notary Public - California
Los Angeles County
My Comm. Expires Jul 6, 2016

(PLACE NOTARY SEAL ABOVE)

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title of type of Document: **HISTORICAL PROPERTY CONTRACT**

Document Date: May 6, 2015 Number of Pages 7

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Kim Annette Calvert

✓ † Individual
† Officer
† Title(s): _____
† Partner — † Limited † General Partner
† Attorney-in-Fact
† Trustee
† Guardian or Conservator
† Other: _____

Signer is Representing:

Signer's Name: Albert C. Blondeel-Timmerman

✓ † Individual
† Corporate Officer
† Title(s): _____
† Partner — † Limited † General Partner
† Attorney-in-Fact
† Trustee
† Guardian or Conservator
† Other: _____

Signer is Representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On May 6, 2015 (Date) before me, Armando V. Gonzales, Notary Public, (Here Insert Name and Title of the Officer)

personally appeared Kim Annette Calvert, Albert C. Blondeel-Timmerman (Name(s) of Signer(s))

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 _____ (Signature of Notary Public)

ARMANDO V. GONZALES
Commission # 1981357
Notary Public - California
Los Angeles County
My Comm. Expires Jul 6, 2016

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Historical Property Contract Document Date: May 6, 2015
Number of Pages: 7 Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Kim Annette Calvert
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☑ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: Albert C. Blondeel-Timmerman
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☑ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 1732 South Harvard Boulevard, Los Angeles, CA 90006

OWNER(S) OF PROPERTY: Albert C. Blondeel-Timmerman and Kim Annette Calvert

OWNER(S) MAILING ADDRESS: 1732 South Harvard Boulevard, Los Angeles, CA 90006

HOME TELEPHONE: (323) 998-0009 WORK TELEPHONE:

MOBILE TELEPHONE: (818) 404-8648 ALTERNATE TELEPHONE: (310) 633-4117

OWNER(S) EMAIL: btsocr@hotmail.com ALTERNATE EMAIL: editor@singularcity.com

PROPERTY INFORMATION

Legal Description: TRACT: Mattison's High Level Tableland BLOCK: None LOT: 70 ARB: None

Assessor Identification Number (AIN): 5074 - 022 - 013 COUNCIL DISTRICT NO.: 10

PROPERTY PURCHASE DATE: 8/8/2014 MOST RECENT ASSESSED VALUE: $658,000.00

OWNER OCCUPIED: (•) YES ( ) NO USE: (•) SINGLE-FAMILY DWELLING ( ) MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ( ) YES (•) NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? (•) YES ( ) NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ( ) YES (•) NO

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: _____

☒ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: Harvard Heights HISTORIC PROPERTY NAME: House for Bessie Marley

ORIGINAL CONSTRUCTION DATE: 1905 ARCHITECT(S): A. L. Haley

ARCHITECTURAL STYLE: Shingle/Craftsman

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Albert Blondeel-Timmerman — Digitally signed by Albert Blondeel-Timmerman DN: cn=Albert Blondeel-Timmerman, o, ou, email=btsocr@hotmail.com, c=US Date: 2015.02.15 16:00:12 -08'00' — _____

OWNER SIGNATURE DATE

Albert C. Blondeel-Timmerman

PRINT NAME

Kim Annette Calvert — Digitally signed by Kim Annette Calvert DN: cn=Kim Annette Calvert, o, ou, email=kim@singularcity.com, c=US Date: 2015.02.15 16:00:38 -08'00' — _____

OWNER SIGNATURE DATE

Kim Annette Calvert

PRINT NAME

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1732 South Harvard Boulevard, Los Angeles, CA 90006

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Foundation

Cost $29,900 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Replaced original brick/mortar foundation w/ concrete earthquake retrofitted one

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■ Maintenance ☐ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Attic, fireplace & kitchen

Cost $4,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Sealed holes/removed attic insulation involved in rat infestation.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Hardwood floors

Cost $2,700 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Restored hardwood floors throughout the home.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Ceilings

Cost $1,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Removed "popcorn" cover-up and restored ceilings to original finishes.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

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☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Second floor landing and Interior walls/ceilings

Cost $4,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Patched/replaced water damaged finishes of walls/ceilings; painted surfaces.

■ Maintenance ☐ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Sewer line

Cost $700 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Water jetted sewer to remove tree rot blockage.

■ Maintenance ☐ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Kitchen vent

Cost $1,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Reinstalled faulty kitchen vent to work properly.

■ Maintenance ☐ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Gas lines

Cost $1,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Capped/removed leaking gas lines.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

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☒ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Electric panel; switch plates; electric light fixtures

Cost $3,200 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Remediated electric panel code violations; replaced electrics w/ period pieces.

☐ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Various original wood features

Cost $600 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Restored built-in chest, buffet and door frames.

☒ Maintenance ☐ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Drainage

Cost $1,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Installed underground drainage system draining rainwater from foundation.

☒ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Landscape

Cost $1,700 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Trim overgrown trees; restore lawn; repair sprinkler system.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

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■ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Termite tenting/remediation

Cost $6,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Termite tent; termite damage remediation at interior/exterior/cripple walls.

■ Maintenance ☐ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Attic

Cost $2,200 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Add additional attic vent/solar powered ventilation fan.

■ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Siding/shingles

Cost $23,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Remove paint; patch/replace wood; repaint entire exterior surface of home.

■ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: First floor/stairs flooring

Cost $2,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Rehabilitate first floor wood floors and stairs.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

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☒ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Chimney

Cost $ 15,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Remove paint & decaying cement from bricks. Repoint bricks with soft cement.

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Attic

Cost $ 7,200 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Remove knob & tube wiring/install code compliant wiring/install TAP insulation.

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Plumbing

Cost $ 3,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Complete upgrade of original plumbing.

☒ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Second floor wood flooring

Cost $ 1,200 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Rehabilitate second floor wood floors.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

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☒ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Landscape

Cost $13,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Remove ficus tree/iron security fence; re-landscape east/west lawns w/ period appropriate/drought tolerant plants and tree; add period-appropriate wood fence

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☒ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Hardscape

Cost $7,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Replace driveway/sidewalk with replications/period appropriate items.

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Sewer line

Cost $8,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Replace original sewer line.

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Electric

Cost $20,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: Complete electric upgrade throughout home.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

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☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Entry porch

Cost $30,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Remove non-original concrete block masquerading as porch; commission historic architect to design period-appropriate entry porch. Execute same.

■ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Interior walls/ceilings and first level floors

Cost $8,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2021

Description of work: Patch walls/ceilings and paint same. Gently refinish first level floors.

■ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Entry door

Cost $3,800 (round to nearest dollar) Contract Year of Proposed Work Completion: 2021

Description of work: Replace non-original entry door with period one. Rehabilitate door casing.

■ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: First level windows

Cost $7,500 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Rehabilitate double-hung/casement windows/pulleys/closures on first floor.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

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■ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Second level windows

Cost $ 10,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2022

Description of work: Rehabilitate double-hung/casement windows/pulleys/closures. Replace aluminum windows with replications of originals.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Register grilles/covers & door knobs

Cost $ 4,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2022

Description of work: Replace modern register grilles & door knobs with period/replications.

■ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Stair banister and newel posts

Cost $ 3,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2022

Description of work: Rehabilitate/restore stair banister/newel posts.

■ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Interior woodwork/built-in items

Cost $ 3,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2023

Description of work: Rehabilitate/restore interior wood work and built-in items.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1732 South Harvard Boulevard, Los Angeles, CA 90006

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Interior lighting

Cost $5,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2023

Description of work: Replace non-original lighting with period fixtures/replications.

■ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Second level floors

Cost $1,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2023

Description of work: Gently refinish hardwood floors.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Bathrooms

Cost $40,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2024

Description of work: Rehabilitate up/down bathrooms to periodesque, including floors [also 2025]

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Roof

Cost $26,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2026

Description of work: Replace roofing shingles/repair flashings and worn gutters.

EXHIBIT "A"

CITY OF LOS ANGELES

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

701 S. Hill, LLC, a California limited liability company

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

701 S. Hill Street.

(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and 701 S. Hill, LLC, a California limited liability company (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Foreman & Clark Building and located at the street address 701 S. Hill Street, Los Angeles, California 90014, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On May 20th, 2009: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. 953 pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. 09-0623); or, (b) The Property was determined to be a Contributing Structure to the _____ Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
   This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. **Renewal.**
   Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. **Standards for Historical Property.**
   During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. **Provision of Information of Compliance.**
Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. **Cancellation.**
City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. **Enforcement of Agreement**.
In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. Binding Effect of Agreement.

The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

8. 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.

To City:

Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:

Name: 701 S. Hill, LLC

Address: 3550 Wilshire Blvd. #650

Los Angeles, CA 90010

9. General Provisions.

a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: _____
Owner Signature*

Kyung Cho, CEO of 701 S. Hill, LLC 5/10/15
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: *The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.*

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On May 18th, 2015 before me, Hyejung Kate Shin, Notary Public
(insert name and title of the officer)

personally appeared Kyung Ku Cho,
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.

HYEJUNG KATE SHIN
Commission # 2043472
Notary Public - California
Los Angeles County
My Comm. Expires Sep 30, 2017

Signature _____ **(Seal)**

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 701 S. Hill Street, Los Angeles, CA 90014

OWNER(S) OF PROPERTY: 701 S. Hill LLC (Kyung Ku Cho)

OWNER(S) MAILING ADDRESS: 3550 Wilshire Boulevard, Suite 650, Los Angeles CA 90010

HOME TELEPHONE: (213) 338-6168 WORK TELEPHONE: (310) 440-9927

MOBILE TELEPHONE: (310) 770-0781 ALTERNATE TELEPHONE: (310) 913-9927

OWNER(S) EMAIL: Michael@mitaa.com ALTERNATE EMAIL: chomd5254@mitaa.com

PROPERTY INFORMATION

Legal Description: TRACT: MUELLER SUBDIVISION OF THE N BLOCK: NONE LOT: FR 4 ARB: NONE

Assessor Identification Number (AIN): 5144 - 013 - 002 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: 6/26/2008 MOST RECENT ASSESSED VALUE: $22,300,000.00

OWNER OCCUPIED: YES • NO USE: SINGLE-FAMILY DWELLING • MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? YES • NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? • YES NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? YES • NO

HISTORICAL SIGNIFICANCE

☑ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: 953 HCM NAME: Foreman & Clark Building

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1929 ARCHITECT(S): Curlett & Beelman

ARCHITECTURAL STYLE: Art Deco/Neo-Gothic

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

K K Cho 3/30/15 _____ _____

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Kyung Cho _____

PRINT NAME PRINT NAME

EXHIBIT "A"

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 701 South Hill Street

Use this form to outline your rehabilitation, restoration, and maintenance plan. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed work (if applicable) and continue with work you propose to complete within the next ten years arranging in order of priority.

☑ Rehabilitation/Restoration ☐ Maintenance

Building Feature: Storefronts

Cost $ 300,000 (round to nearest dollar)

☐ Completed ☑ Proposed Contract Year of Proposed Work Completion: 2017

Description of work: Replace non-original storefronts on street-facing elevations with new systems that are more similar to the original.

☑ Rehabilitation/Restoration ☐ Maintenance

Building Feature: Windows

Cost $ 300,000 (round to nearest dollar)

☐ Completed ☑ Proposed Contract Year of Proposed Work Completion: 2017

Description of work: Preserve windows throughout; repair broken and cracked glass, repair broken hardware as necessary

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☑ Rehabilitation/Restoration ☐ Maintenance

Building Feature: Exterior Limestone

Cost $ 350,000 (round to nearest dollar)

☐ Completed ☑ Proposed Contract Year of Proposed Work Completion: 2017

Description of work: Retain qualified building materials expert; clean and repair limestone on street-facing elevations.

☐ Rehabilitation/Restoration ☑ Maintenance

Building Feature: Elevators

Cost $ 1,100,000 (round to nearest dollar)

☐ Completed ☑ Proposed Contract Year of Proposed Work Completion: 2017

Description of work: Modernize elevators to serve new commercial use; existing cabs are non-original

---

☑ Rehabilitation/Restoration ☐ Maintenance

Building Feature: Corridors

Cost $ 650,000 (round to nearest dollar)

☐ Completed ☑ Proposed Contract Year of Proposed Work Completion: 2017

Description of work: Clean marble walls and floors. Repair remaining original doors as necessary.

EXHIBIT "A"

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 701 South Hill Street

Use this form to outline your rehabilitation, restoration, and maintenance plan. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed work (if applicable) and continue with work you propose to complete within the next ten years arranging in order of priority.

☑ Rehabilitation/Restoration ☐ Maintenance

Building Feature: Roof/Structural Work

Cost $ 600,000 (round to nearest dollar)

☐ Completed ☑ Proposed Contract Year of Proposed Work Completion: 2017

Description of work: Structural work; replace existing roof material in kind and cover with raised deck system for restaurant dining terrace

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☑ Rehabilitation/Restoration ☐ Maintenance

Building Feature: Electrical and HVAC

Cost $ 2,500,000 (round to nearest dollar)

☐ Completed ☑ Proposed Contract Year of Proposed Work Completion: 2016

Description of work: Upgrade electrical and HVAC systems to serve new commercial use

---

☑ Rehabilitation/Restoration ☐ Maintenance

Building Feature: Fire/Life Safety System

Cost $ 400,000 (round to nearest dollar)

☐ Completed ☑ Proposed Contract Year of Proposed Work Completion: 2017

Description of work: Install new fire pumps and building-wide detection and alarm system.

☐ Rehabilitation/Restoration ☐ Maintenance

Building Feature: _____

Cost $ _____ (round to nearest dollar)

☐ Completed ☐ Proposed Contract Year of Proposed Work Completion: _____

Description of work: _____

☐ Rehabilitation/Restoration ☐ Maintenance

Building Feature: _____

Cost $ _____ (round to nearest dollar)

☐ Completed ☐ Proposed Contract Year of Proposed Work Completion: _____

Description of work: _____

EXHIBIT "A"

CITY OF LOS ANGELES

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

The Lofts at Hollywood and Vine

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

6251-6253 Hollywood Boulevard.
(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and The Lofts at Hollywood and Vine (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Lofts at Hollywood and Vine and located at the street address 6251-6253 Hollywood Blvd., Los Angeles, California 90028, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On May 12, 2015 : (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. _____ pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. 15-0327); or, (b) The Property was determined to be a Contributing Structure to the N/A Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
   This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. **Renewal.**
   Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. **Standards for Historical Property.**
   During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. **Provision of Information of Compliance.**
Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. **Cancellation.**
City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. **Enforcement of Agreement**.
In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. **Binding Effect of Agreement.**
The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

8. **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.

To City:
Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:
Name: The Lofts at Hollywood and Vine
Address: 4730 Woodman Avenue, Suite 200
Sherman Oaks, CA 91423

9. **General Provisions.**
   a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: _____
Owner Signature*

Gregg Simon 05/12/2015
Print Name Date

By: _____
Owner Signature*

Gerard vernice 05/12/15
Print Name Date

By: _____ 5-12-15
Owner Signature*

Glen Ballard
Print Name Date

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On 5/19/15 before me, Galoust Haroutunyan, notary public
(insert name and title of the officer)

personally appeared Glen Ballard,
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.

VRS1 GALOUST HAROUTUNYAN COMM. # 1997304 NOTARY PUBLIC - CALIFORNIA LOS ANGELES COUNTY My Comm. Expires Nov. 5, 2016 VRS1

WITNESS my hand and official seal.

Historical property contract

Signature Galoust Haroutunyan (Seal)

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 6253 W. HOLLYWOOD BOULEVARD; UNIT #906; LOS ANGELES, CA 90028

OWNER(S) OF PROPERTY: DANIEL A. HAMILTON

OWNER(S) MAILING ADDRESS: P.O. BOX 486, CHANNAHON, IL 60410-0486

HOME TELEPHONE: (815) 955-2330 WORK TELEPHONE: (815) 521-4667

MOBILE TELEPHONE: (815) 955-2330 ALTERNATE TELEPHONE: (815) 521-4667

OWNER(S) EMAIL: DANHAM2@AOL.COM ALTERNATE EMAIL: DAN@PRICETECHGROUP.COM

PROPERTY INFORMATION

Legal Description: TRACT: TR 060544-C BLOCK: None LOT: LT 1 ARB: None

Assessor Identification Number (AIN): 5546 - 030 - 084 COUNCIL DISTRICT NO.: 13

PROPERTY PURCHASE DATE: 8/8/2009 MOST RECENT ASSESSED VALUE: $590,713.00

OWNER OCCUPIED: (•) YES ( ) NO USE: (•) SINGLE-FAMILY DWELLING ( ) MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ( ) YES (•) NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? (•) YES ( ) NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ( ) YES (•) NO

HISTORICAL SIGNIFICANCE

[•] HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: Bank of Hollywood / Equitable Building

[ ] CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1929 ARCHITECT(S): Aleck Curlett

ARCHITECTURAL STYLE: Late Gothic Revival and Art Deco

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Daniel A. Hamilton Digitally signed by Daniel A. Hamilton Date: 2015.04.29 14:40:20 -05'00' 4/29/15 _____ _____

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

DANIEL A. HAMILTON _____

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 6253 W. Hollywood Boulevard Unit 908 Los Angeles, CA 90028

OWNER(S) OF PROPERTY: Basil Glen Ballard, Jr.

OWNER(S) MAILING ADDRESS: 6253 W. Hollywood Boulevard, Unit 908 Los Angeles, CA 90028

HOME TELEPHONE: (323) 468-4130 WORK TELEPHONE: (323) 468-4130

MOBILE TELEPHONE: (310) 800-8008 ALTERNATE TELEPHONE:

OWNER(S) EMAIL: gb@augury.me ALTERNATE EMAIL: av@augury.me

PROPERTY INFORMATION

Legal Description: TRACT: TR 060544-C BLOCK: None LOT: LT 1 ARB: None

Assessor Identification Number (AIN): 5546 - 030 - 086 COUNCIL DISTRICT NO.: 13

PROPERTY PURCHASE DATE: 5/14/2010 MOST RECENT ASSESSED VALUE: $843,110.00

OWNER OCCUPIED: (•) YES ( ) NO USE: ( ) SINGLE-FAMILY DWELLING (•) MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? (•) YES ( ) NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? (•) YES ( ) NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ( ) YES (•) NO

HISTORICAL SIGNIFICANCE

[•] HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: Bank of Hollywood / Equitable Building

[ ] CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1929 ARCHITECT(S): Aleck Curlett

ARCHITECTURAL STYLE: Late Gothic Revival and Art Deco

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

4-29-15

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

GLEN BALLARD

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

ATTACHMENT "E"

Other property owned by Basil Glen Ballard, Jr. in the City of Los Angeles:

2421 N. Catalina St.
Los Angeles, CA 90027

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 6253 Hollywood Boulevard, #1002, Los Angeles, CA 90028

OWNER(S) OF PROPERTY: Gregg Simon

OWNER(S) MAILING ADDRESS: 6253 Hollywood Boulevard, #1002, Los Angeles, CA 90028

HOME TELEPHONE: _____ WORK TELEPHONE: _____

MOBILE TELEPHONE: (917) 549-4056 ALTERNATE TELEPHONE: _____

OWNER(S) EMAIL: greggsimon@mac.com ALTERNATE EMAIL: _____

PROPERTY INFORMATION

Legal Description: TRACT: TR 060544-C BLOCK: None LOT: LT 1 ARB: None

Assessor Identification Number (AIN): 5546 - 030 - 089 COUNCIL DISTRICT NO.: 13

PROPERTY PURCHASE DATE: 11/23/2010 MOST RECENT ASSESSED VALUE: $567,645.00

OWNER OCCUPIED: ✓ YES ○ NO USE: ○ SINGLE-FAMILY DWELLING ◉ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ○ YES ✓ NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ✓ YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ✓ NO

HISTORICAL SIGNIFICANCE

☑ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: Bank of Hollywood / Equitable Building

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1929 ARCHITECT(S): Aleck Curlett

ARCHITECTURAL STYLE: Late Gothic Revival and Art Deco

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Gregg Simon 04/30/2015 _____ _____

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Gregg Simon _____

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 6253 Hollywood Blvd, Suite 1108, Los Angeles CA 90028

OWNER(S) OF PROPERTY: California Heart and Lung/Alexander Marmureanu

OWNER(S) MAILING ADDRESS: 6253 Hollywood Blvd, Suite 1108, Los Angeles, CA 90028

HOME TELEPHONE: (310) 856-9011 WORK TELEPHONE: (310) 208-4400

MOBILE TELEPHONE: (310) 729-6854 ALTERNATE TELEPHONE:

OWNER(S) EMAIL: alexpro10@mac.com ALTERNATE EMAIL: alexmhollywood@gmail.com

PROPERTY INFORMATION

Legal Description: TRACT: TR 060544-C BLOCK: None LOT: LT 1 ARB: None

Assessor Identification Number (AIN): 5546 - 030 - 098 COUNCIL DISTRICT NO.: 13

PROPERTY PURCHASE DATE: 11/30/2009 MOST RECENT ASSESSED VALUE: $848,480.00

OWNER OCCUPIED: (•) YES ( ) NO USE: ( ) SINGLE-FAMILY DWELLING (•) MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ( ) YES (•) NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? (•) YES ( ) NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ( ) YES (•) NO

HISTORICAL SIGNIFICANCE

[•] HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: Bank of Hollywood / Equitable Building

[ ] CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1929 ARCHITECT(S): Aleck Curlett

ARCHITECTURAL STYLE: Late Gothic Revival and Art Deco

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Alex Marmureanu	4/29/15		
OWNER SIGNATURE	DATE	OWNER SIGNATURE	DATE
Alexander Marmureanu MD			
PRINT NAME		PRINT NAME	

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 6251-6253 Hollywood Boulevard, Los Angeles, CA 90028

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Main lobby

Cost $60,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Install compatible, Art Deco style furniture and light fixtures. Restore bronze panels above elevators. Rehabilitate mail room and concierge area.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Rooftop deck (above twelfth floor)

Cost $200,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Replace furniture and install new landscape, deck, furniture, lighting, plumbing, and gas. Paint exterior.

■ Maintenance ☐ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: HVAC system

Cost $ $60,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Repair HVAC system.

■ Maintenance ☐ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Elevator system

Cost $ $200,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Repair/Update elevator system.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 6251-6253 Hollywood Boulevard, Los Angeles, CA 90028

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Main entrance vestibule

Cost $5,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Repaint exterior surfaces, add new landscape, and install compatible, Art Deco style light fixture.

■ Maintenance ☐ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Plumbing system

Cost $25,000 (round to nearest dollar). Contract Year of Proposed Work Completion: 2014

Description of work: Repair plumbing system.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Main lobby

Cost $25,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Repair marble at floor.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Main lobby

Cost $10,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Expand HVAC system to serve main lobby; install compatible grilles and registers.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 6251-6253 Hollywood Boulevard, Los Angeles, CA 90028

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

■ Maintenance ☐ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Parking lot gate

Cost $ 15,000 *(round to nearest dollar)* *Contract Year of Proposed Work Completion:* 2014

Description of work: Repair automobile and pedestrian gates.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Security system

Cost $ 45,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Upgrade existing system and install new cameras.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: South retail unit kitchen

Cost $ $25,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Address sources of water intrusion from kitchen to basement below; repair and clean spalled basement concrete using gentlest possible means.

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Penthouse exterior

Cost $ 15,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Monitor joint where 1929 and 1931 phases meet to determine whether there is active leaking. Address sources of leaks and clean stains using gentlest means.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 6251-6253 Hollywood Boulevard, Los Angeles, CA 90028

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Penthouse exterior

Cost $15,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Seal all unsealed penetrations in exterior walls with silicone sealant over backer rod.

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Penthouse standing seam metal roof

Cost $20,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Monitor penthouse standing seam metal roof to determine whether there is active leaking. Address sources of leaks and clean stains using gentlest means.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Rooftop sign structure

Cost $100,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Prime and paint. Replace rusted penetrations and mounting plates with stainless steel fasteners; clean rust stains using gentlest possible means.

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Rooftop decks (above second and twelfth floors)

Cost $1,344 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Maintain and reseal rooftop decks.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 6251-6253 Hollywood Boulevard, Los Angeles, CA 90028

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Exterior fire escapes

Cost $ $8,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Repaint exterior fire escapes.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Exterior architectural terra cotta and cast stone

Cost $ 250,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: See next page.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Exterior decorative wrought iron and copper elements

Cost $ 30,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Clean wrought iron and copper elements using gentlest possible means and address sources of rust. Apply clear finish coat to prevent rust-related staining.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Parapet

Cost $ 30,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Patch and repair spalls and cracks to match adjacent concrete.

EXHIBIT "A"

REHABILITATION/RESTORATION/MAINTENANCE PLAN (CONTINUED)

Building feature: Exterior architectural terra cotta and cast stone.

Description of work: Engage building materials conservator to comprehensively evaluate conditions of exterior materials and develop an implementation schedule for future work. Work should address cleaning exterior using gentlest possible means; removing areas with blistered paint; advising whether maintaining a painted finish is the best preservation solution, and selecting an appropriate, vapor permeable paint, if necessary; removing abandoned, corroded metal penetrations; patching and repairing spalls, cracks, and other penetrations to match adjacent material; and repointing locations where mortar is deteriorated.

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 6251-6253 Hollywood Boulevard, Los Angeles, CA 90028

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Interior common area carpet

Cost $23,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Replace carpet.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Light well roof (above second and third floors)

Cost $50,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: See next page.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Upper roof (above twelfth floor)

Cost $15,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Add appropriate coating at locations where there is evidence of standing water to extend life of roof membrane.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Interior common area walls, ceilings, and unit doors

Cost $37,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Maintain and repaint plaster and drywall finishes.

EXHIBIT "A"

REHABILITATION/RESTORATION/MAINTENANCE PLAN (CONTINUED)

Building feature: Light well roof (above second and third floors).

Description of work: Engage roofing specialist to address short-term repairs at light well roof. Work should address installation of appropriate flashings and counterflashings at base of ladder and terminations of roofing membrane. Add appropriate coating at locations where there is evidence of standing water to extend life of roof membrane.

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 6251-6253 Hollywood Boulevard, Los Angeles, CA 90028

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Upper roof (above twelfth floor)

Cost $5,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Maintain sealant joints at penetrations and replace deteriorated sealant, as necessary.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Steel-sash windows

Cost $150,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Survey conditions. Ensure hinge pins are in correct position and that limiter arms, glass, glazing putty, frames, and paint are in good condition.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Salvaged historic fabric (early doors and marble partitions)

Cost $10,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: Protect and store salvaged historic material in good condition on palettes. Evaluate feasibility for reuse of historic fabric in compatible new locations.

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Storefront windows

Cost $25,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2022

Description of work: Maintain sealant joints and replace deteriorated sealant, as necessary.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 6251-6253 Hollywood Boulevard, Los Angeles, CA 90028

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Upper roof (above twelfth floor)

Cost $63,900 (round to nearest dollar) Contract Year of Proposed Work Completion: 2022

Description of work: Replace roof.

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Plumbing system

Cost $18,300 (round to nearest dollar) Contract Year of Proposed Work Completion: 2022

Description of work: Anticipated repairs, including water heater replacement.

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Electrical system

Cost $15,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2022

Description of work: Anticipated repairs.

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: HVAC

Cost $32,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2022

Description of work: Maintain HVAC system. Replace boilers and pumps.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 6251-6253 Hollywood Boulevard, Los Angeles, CA 90028

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Light well roof (above second and third floors)

Cost $ 7,875 (round to nearest dollar) Contract Year of Proposed Work Completion: 2024

Description of work: Replace light well roof.

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Second floor common restrooms

Cost $ 7,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2024

Description of work: Maintain and retain early marble and ceramic tile finishes to the greatest extent feasible. Replace deteriorated material in-kind.

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Main lobby

Cost $ 5,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2024

Description of work: Maintain bronze and marble finishes.

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $ _____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

EXHIBIT "A"

CITY OF LOS ANGELES

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

EXHIBIT "B"

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

HANCOCK STAR LLC

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

508 N. HIGHLAND AVE.

(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and HANCOCK STAR LLC (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Residence for A.I. Rouda and located at the street address 508 N. Highland Ave., Los Angeles, California 90036, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On N/A, N/A: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. N/A pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. N/A-N/A); or, (b) The Property was determined to be a Contributing Structure to the Hancock Park Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
   This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. **Renewal.**
   Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. **Standards for Historical Property.**
   During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. **Provision of Information of Compliance.**
Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. **Cancellation.**
City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. **Enforcement of Agreement**.
In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. **Binding Effect of Agreement.**
The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

8. **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.

To City:
Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:
Name VIVIAN GINDI
Address 655 S. FLOWER STREET, SUITE 169
LOS ANGELES, CA 90017

9. **General Provisions.**
a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: _____ 5/14/15
Owner Signature*

Vivian Gindi, Managing Member
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On May 14th 2015 before me, Agustin Rivera-Corado, notary public
(insert name and title of the officer)

personally appeared Vivian Gindi,
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.

AGUSTIN RIVERA-CORADO
Commission # 2069265
Notary Public - California
Los Angeles County
My Comm. Expires Nov 6, 2018

Signature _____ **(Seal)**

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 508 N. Highland Ave Los Angeles, Ca. 90004

OWNER(S) OF PROPERTY: Magdi Gindi, Nabila Gindi and Vivian Gindi (Hancock Star LLC)

OWNER(S) MAILING ADDRESS: 1110 N. Western Ave, Ste. 201 Los Angeles, Ca. 90029

HOME TELEPHONE: (323) 931-8785 WORK TELEPHONE: (323) 463-6881

MOBILE TELEPHONE: (323) 828-8785 ALTERNATE TELEPHONE:

OWNER(S) EMAIL: mngindi@yahoo.com ALTERNATE EMAIL: Hfarag1@yahoo.com

c/o HANY FARAG (323) 630-7336

PROPERTY INFORMATION

Legal Description: TRACT: TR 8339 BLOCK: None LOT: 2 ARB: None

Assessor Identification Number (AIN): 5524 - 025 - 017 COUNCIL DISTRICT NO.: 4

PROPERTY PURCHASE DATE: 12/20/2013 MOST RECENT ASSESSED VALUE: $883,508.00

OWNER OCCUPIED: ○ YES ◉ NO USE: ◉ SINGLE-FAMILY DWELLING ○ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ◉ YES ○ NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ◉ YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ◉ NO

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: _____

☑ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: Hancock Park HISTORIC PROPERTY NAME: Residence for A.I. Rowda

ORIGINAL CONSTRUCTION DATE: 1927 ARCHITECT(S): NA

ARCHITECTURAL STYLE: Spanish Eclectic Revival

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Magdi Gindi 3/31/15 Nabila Gindi 3/31/15

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Magdi Gindi Nabila Gindi

PRINT NAME PRINT NAME

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 508 N HIGHLAND AVE, LOS ANGELES, CA 90036

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ☐ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Site

Cost $25,000 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Trash removal and securing site with temporary construction fence

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☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Structural System

Cost $30,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Repair structural problems (south wall) and foundation

---

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Chimney

Cost $5,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Strap chimney to roof for safety

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Plumbing System

Cost $45,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Replace plumbing to copper

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 508 N HIGHLAND AVE. LOS ANGELES, CA 90036

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Electrical system

Cost $40,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: New electrical panel and new wiring throughout house

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: HVAC system

Cost $20,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: New HVAC system

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Gas Lines

Cost $3,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: New gas lines from main

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Fencing

Cost $15,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Construct new low wall/fence in front

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 508 N HIGHLAND AVE. LOS ANGELES, CA 90036

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Exterior

Cost $ 20,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Repair exterior stucco and paint

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Windows and Doors

Cost $ 30,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Rehabilitate all windows and doors and replace where needed

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☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Kitchen and Bathrooms

Cost $ 125,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Rehabilitate kitchen and bathrooms

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Flooring

Cost $ 30,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Repair/replace in-kind where needed flooring

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EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 508 N HIGHLAND AVE. LOS ANGELES, CA 90036

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Interior

Cost $ 20,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Repair interior plaster and paint

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Chimney

Cost $ 20,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2025

Description of work: Repair main living room chimney

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Roof

Cost $ 50,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2025

Description of work: Re-set roof when needed

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $ _____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

EXHIBIT "A"

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

EXHIBIT "B"

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

Michael Bruce

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and Michael Bruce (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the 624 N Highland and located at the street address 624 N highland ave, Los Angeles, California 90036, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On _____, _____: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. _____ pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. _____-_____); or, (b) The Property was determined to be a Contributing Structure to the Hancock Park Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. **Renewal.**
Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. **Standards for Historical Property.**
During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. **Provision of Information of Compliance.**
Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. **Cancellation.**
City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. **Enforcement of Agreement.**
In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. **Binding Effect of Agreement.**
The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

8. **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.

To City:
Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:
Name: Michael Bruce
Address: 624 N Highland Ave
Los Angeles, CA 90036

9. **General Provisions.**
   a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: _____
Owner Signature*

Michael Bruce
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On July 7, 2015, 2015, before me, Joane Ra, Notary Public, personally appeared Michael Bruce, 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)

JOANE H. RA
Commission # 2080952
Notary Public - California
Los Angeles County
My Comm. Expires Sep 7, 2018

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 624 N Highland Ave

OWNER(S) OF PROPERTY: Michael Bruce

OWNER(S) MAILING ADDRESS: 624 N Highland Ave

HOME TELEPHONE: (310) 709-5759 WORK TELEPHONE: (310) 954-5024

MOBILE TELEPHONE: (310) 709-5759 ALTERNATE TELEPHONE: (424) 333-2101

OWNER(S) EMAIL: mebruce1@yahoo.com ALTERNATE EMAIL:

PROPERTY INFORMATION

Legal Description: TRACT: tr 6849 BLOCK: NONE LOT: 3 ARB: NONE

Assessor Identification Number (AIN): 5524 - 018 - 003 COUNCIL DISTRICT NO.: 4

PROPERTY PURCHASE DATE: 4/30/2014 MOST RECENT ASSESSED VALUE: $1,051,300.00

OWNER OCCUPIED: (•) YES ( ) NO USE: (•) SINGLE-FAMILY DWELLING ( ) MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ( ) YES (•) NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? (•) YES ( ) NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ( ) YES (•) NO

HISTORICAL SIGNIFICANCE

[ ] HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: _____

[•] CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: Hancock Park HISTORIC PROPERTY NAME: Contributing Property

ORIGINAL CONSTRUCTION DATE: 1937 ARCHITECT(S): _____

ARCHITECTURAL STYLE: COLONIAL REVIVAL

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

[signature] 5/15/15 _____ _____

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Michael Bruce _____

PRINT NAME PRINT NAME

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 624 N Highland Ave

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Roof

Cost $ 13,116 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Remove old shingles and install new decking and asphalt shingles.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: update wiring in house

Cost $ 16000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: rewire house to current safety standards

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☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Windows

Cost $ 30,956 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: replace non-original aluminum sliders and jalousie windows with wood, single pane, double hung windows.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: landscaping

Cost $ 23,179 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: restore landscaping, including removal of non-original paving and walkways. replace deteriorated fencing

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EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 624 N Highland Ave

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Interior restoration

Cost $ 36,949 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Repair plaster, paint interior, refinish wood floors, wallpaper.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Exterior restoration

Cost $ 18,527 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Repair exterior surface, paint exterior, replace broken fixtures, shutters

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☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Bathroom rehabilitation

Cost $ 29,628 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: replace worn or broken tile and broken and/or non original fixtures.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Kitchen Rehabilitation

Cost $ 34,851 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: rehabilitate kitchen, while retaining key features from original version

---

EXHIBIT "A"

CITY OF LOS ANGELES

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

EXHIBIT "B"

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

Leilani Riehle

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

1806 S. Hobart Blvd.

(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and Leilani Riehle (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Contributing Feature and located at the street address 1806 S. Hobart Blvd., Los Angeles, California 90006, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On NA, NA: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. NA pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. NA-NA); or, (b) The Property was determined to be a Contributing Structure to the Harvard Heights Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
   This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. **Renewal.**
   Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. **Standards for Historical Property.**
   During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. **Provision of Information of Compliance.**
Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. **Cancellation.**
City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. **Enforcement of Agreement**.
In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. **Binding Effect of Agreement.**
The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

8. **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.

To City:
Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:
Name Leilani Riehle
Address 1806 S. Hobart Blvd.
Los Angeles, CA 90006

9. **General Provisions.**
   a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: _____
Owner Signature*

Leilani Rielle 5/11/15
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On May 11, 2015 before me, STAN BORUP, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared Leilani Riehle,
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.

STAN BORUP
Commission # 2022774
Notary Public - California
Los Angeles County
My Comm. Expires May 27, 2017

Signature _____ **(Seal)**

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 1806 S. Hobart Blvd.

OWNER(S) OF PROPERTY: Leilani Riehle

OWNER(S) MAILING ADDRESS: 1806 S. Hobart Blvd. Los Angeles CA 90006

HOME TELEPHONE: (310) 346-9830 WORK TELEPHONE: (213) 736-1321

MOBILE TELEPHONE: (310) 346-9830 ALTERNATE TELEPHONE: (323) 641-7770

OWNER(S) EMAIL: drleilaniriehle@gmail.com ALTERNATE EMAIL: leilani.riehle@lls.edu

PROPERTY INFORMATION

Legal Description: TRACT: Mattison's High Level Tableland BLOCK: None LOT: 25 ARB: None

Assessor Identification Number (AIN): 5074 - 020 - 006 COUNCIL DISTRICT NO.: 10

PROPERTY PURCHASE DATE: 3/19/2013 MOST RECENT ASSESSED VALUE: $570,705.00

OWNER OCCUPIED: (•) YES ( ) NO USE: (•) SINGLE-FAMILY DWELLING ( ) MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? (•) YES ( ) NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? (•) YES ( ) NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ( ) YES (•) NO

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: _____

☑ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: Harvard Heights HISTORIC PROPERTY NAME: House for California Bungalow Co.

ORIGINAL CONSTRUCTION DATE: 1905 ARCHITECT(S): Not available

ARCHITECTURAL STYLE: American Foursquare/Craftsman

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Leilani Riehle Digitally signed by Leilani Riehle DN: cn=Leilani Riehle, o=Center for Juvenile Law and Policy, ou, email=leilani.riehle@lls.edu, c=US Date: 2015.03.31 10:39:52 -07'00' 3/30/15

OWNER SIGNATURE DATE

Leilani Riehle

PRINT NAME

5/11/15

OWNER SIGNATURE DATE

Leilani Riehle

PRINT NAME

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION / RESTORATION / MAINTENANCE PLAN

PROPERTY ADDRESS: 1806 S. Hobart Blvd. 90006 (1)

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Foundation

Cost $ 18,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2013

Description of work: Partial seismic retrofitting

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Electrical system

Cost $ 9,324 (round to nearest dollar) Contract Year of Proposed Work Completion: 2013

Description of work: Removed old knob-and-tube wiring; rewired entire property

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Upstairs floors

Cost $ 6,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2013

Description of work: Remove wall-to-wall carpeting; remove four layers of sheet linoleum; sand and refinish original wood floors.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Backyard

Cost $ 2,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2013

Description of work: Remove 4-foot deep concrete slab foundation covering 75% of backyard; level and grade; bring in clean dirt

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1806 S. Hobart Blvd. (2)

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Bathroom

Cost $ 12,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Remove kitchen cabinet, 4' x 6' mirror cemented to wall, built-in shower. Install new tile, footing, clawfoot tub, zinc vanity, medicine cabinet

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Exterior walls

Cost $ 12,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Remove several coats of peeling (lead-based) paint; remove & replace deteriorated cladding; new primer & paint; replace whiteplastic weatherstripping

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Foundation

Cost $ 12,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Completion of seismic retrofitting to level crooked floors

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: Front porch

Cost $ 4700 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Strip brick porch columns; repair mortar; restore column capitals; replace/refinish balustrades & railings; remove stucco on gable, install cladding

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1806 S. Hobart Blvd. (3)

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Entire

Cost $ 4900 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Hire qualified structural engineer to investigate structural components of house, check for problems, propose improvements

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Fireplace and chimney

Cost $ 9500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Replace fireplace with historically appropriate salvage; inspect & rehabilitate chimney

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Rear 2nd-story porch

Cost $ 3500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: Replace badly damaged cladding on interior of balcony; remove existing tar paper and install proper drainage system for rainfall

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Panel doors between living room and dining room

Cost $ $1500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: Remove new boards in arch to expose panel-door slots; remove, rehabilitate and refinish panel doors (now riddled with holes); re-install panel doors

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1806 S. Hobart Blvd. (4)

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Downstairs front-room windows

Cost $ 4300 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: Replace modern front picture-window feature with historically appropriate paned glass windows; same for side window near entry

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Downstairs wood panelling and interior doors

Cost $ 12,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Strip and sand wood panelling and ceiling coves; strip several layers of paint from interior doors; restain and refinish; restore fire-place built-ins

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Driveway gate

Cost $ 1000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Remove eroding boards over steel fencing; build & install aesthetically appropriate wooden gate.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Front yard

Cost $ 3500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2021

Description of work: Install gravel around perimeter of exterior for drainage purposes; install gutter system as needed

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1806 S. Hobart Blvd. (5)

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: Free standing garage

Cost $ 12,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2022

Description of work: Electrical rewiring; remove stucco & restore cladding; strip, sand, & repaint; restore window & side door; install footing for posts; finish interior walls & floor

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☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: Kitchen

Cost $ 11,300 (round to nearest dollar) Contract Year of Proposed Work Completion: 2023

Description of work: Remove & replace "marble" floor tiles & granite countertops w/ more historically appropriate material (wood/ tile countertops; wood flooring); enlarge window

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■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Front-yard hardscape

Cost $ 5100 (round to nearest dollar) Contract Year of Proposed Work Completion: 2024

Description of work: Repair/re-pour cracked concrete as necessary on driveway, walkway, and porch; repaint porch appropriately

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■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Rear Yard

Cost $ 300 (round to nearest dollar) Contract Year of Proposed Work Completion: 2024

Description of work: Prune decades-old avocado tree; treat for termites; remove invasive trumpet vine (killing trees); repair fencing; grade as needed

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EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION / RESTORATION / MAINTENANCE PLAN

PROPERTY ADDRESS: 1806 S. Hobart Blvd. (6)

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Staircase

Cost $ 2500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2024

Description of work: Replace inappropriate banister with historicall appropriate salvage; restore/tile chipped wood on risers

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☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Upstairs and downstairs windows

Cost $ 9,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2025

Description of work: Strip, sand, refinish original wood in all double-sash windows; re-bed glass; re-hang; remove nails from leaded glass side windows

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■ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Kitchen ceiling

Cost $ 700 (round to nearest dollar) Contract Year of Proposed Work Completion: 2025

Description of work: Investigate/repair hole (leak?) in kitchen sealing

---

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Bedroom ceilings

Cost $ 2100 (round to nearest dollar) Contract Year of Proposed Work Completion: 2025

Description of work: Remove peeling paint where separating from ceiling plaster; re-plaster as needed; re-paint

---

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1806 S. Hobart Blvd. (7)

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Laundry room

Cost $ 25,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2026

Description of work: Demolish current "add on" laundry room; restore breakfast porch w/ windows; enlarge kitchen by widening door/arch between kitchen & porch

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: _____

Cost $ _____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $ _____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $ _____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

EXHIBIT "A"

CITY OF LOS ANGELES

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

Ian Sinnott

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

2242 S. Hobart Blvd. Los Angeles CA 90018.

(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and Ian Sinnott (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Charles I.D. Moore House and located at the street address 2242 S. Hobart Blvd., Los Angeles, California 90018, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On May 12, 2015: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. _____ pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. 15-0326); or, (b) The Property was determined to be a Contributing Structure to the _____ Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
   This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. **Renewal.**
   Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. **Standards for Historical Property.**
   During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. **Provision of Information of Compliance.**
Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. **Cancellation.**
City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. **Enforcement of Agreement.**
In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. **Binding Effect of Agreement.**
The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

8. **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.

To City:
Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:
Name: Ian Sinnott
Address: 2242 S. Hobart Blvd.
Los Angeles, CA 90018

9. **General Provisions.**
   a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: _____
Owner Signature*

Ian Sinnott 5/18/2015
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On May 18, 2015 before me, Deirdre Ryan Frouge
(insert name and title of the officer)

personally appeared Ian Sinnott,
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.

DEIRDRE RYAN FROUGE
Commission # 1997037
Notary Public - California
Los Angeles County
My Comm. Expires Nov 3, 2016

WITNESS my hand and official seal.

Signature Deirdre Ryan Frouge (Seal)

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 2242 S. Hobart Blvd. Los Angeles, CA 90018

OWNER(S) OF PROPERTY: Ian Sinnott

OWNER(S) MAILING ADDRESS: 2242 S. Hobart Blvd. Los Angeles, CA 90018

HOME TELEPHONE: _____ WORK TELEPHONE: _____

MOBILE TELEPHONE: (203) 570-8115 ALTERNATE TELEPHONE: _____

OWNER(S) EMAIL: ian.sinnott@gmail.com ALTERNATE EMAIL: _____

PROPERTY INFORMATION

Legal Description: TRACT: West Adams Heights BLOCK: 3 LOT: 6 ARB: none

Assessor Identification Number (AIN): 5058 - 018 - 014 COUNCIL DISTRICT NO.: 8

PROPERTY PURCHASE DATE: 10/28/2013 MOST RECENT ASSESSED VALUE: $725,000.00

OWNER OCCUPIED: (•) YES ( ) NO USE: (•) SINGLE-FAMILY DWELLING ( ) MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ( ) YES (•) NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? (•) YES ( ) NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ( ) YES (•) NO

HISTORICAL SIGNIFICANCE

[•] HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: Charles I.D. Moore Residence

[ ] CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1907 ARCHITECT(S): Hudson & Munsell

ARCHITECTURAL STYLE: Shingle/Arts & Crafts

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

_____ 5/18/2015 _____ _____

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Ian Sinnott _____

PRINT NAME PRINT NAME

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 2242 S Hobart Blvd. Los Angeles CA 90018 (Completed - page 1)

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☒ Maintenance ☐ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Bee Hives

Cost $1,800 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Removal of two major bee hives, one measuring 2'x9' in the subfloor of the attic/third floor space (YR 00)

☒ Maintenance ☐ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Fencing

Cost $17,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: New period appropriate fencing around property to replace rotting and collapsed fencing. (YR 00)

☒ Maintenance ☐ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Fencing

Cost $6,400 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Moving gate from front to back of porte cochere (more appropriate location to showcase historic features of front exterior) (YR 00)

☐ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Electrical

Cost $54,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Electrical, complete rewire throughout, new 400 amp sub-panel (YR 00)

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 2242 S Hobart Blvd. Los Angeles CA 90018 (Completed - page 2)

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Roof

Cost $ 27,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: New 30-year roof on both house and garage. (YR 00)

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Gutters

Cost $ 3,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: New gutters on both house and garage. (YR 00)

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Plumbing

Cost $ 55,400 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: New copper plumbing, new drain lines throughout house and moving of main line off of exterior of house. (YR 00)

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Floors

Cost $ 18,200 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Refinish wood floors throughout house (some floors, esp. dining room and entry, still require later restoration.) (YR 0)

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 2242 S Hobart Blvd. Los Angeles CA 90018 (Completed - page 3)

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: HVAC

Cost $ 28,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: New HVAC/air conditioning system for three floors, including new ducting (YR 00)

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Foundation and other structural

Cost $ 9,200 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Structural engineering (inc. plans) for structural and foundation work (YR 00)

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Foundation

Cost $ 71,900 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Foundation, all new footings and bolting (formerly crumbling brick). (YR 0)

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Structural reinforcement of house

Cost $ 69,400 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Replace termite-damaged components; sheer wall installation; addressing soft story issues; reinforce primary structural wall from basement up. (YR 0)

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 2242 S Hobart Blvd. Los Angeles CA 90018 (Completed - page 4)

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Living Room

Cost $3,900 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Replacement of missing pieces of plate-rail a picture rail with custom matching, custom milled woodwork (YR 0)

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Interior plaster

Cost $51,800 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Plaster repairs throughout house for both damaged areas and areas with structural reinforcement. (YR 0)

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Interior paint

Cost $17,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Interior painting throughout house, with period appropriate colors. (YR 0)

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Living room

Cost $3,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Period appropriate frieze and installation in living room

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 2242 S Hobart Blvd. Los Angeles CA 90018 (Completed - page 5)

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Interior, wood refinishing

Cost $5,750 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Strip paint from butler's pantry & conservatory/sunroom, refinish wood; other wood refinishing, all refinished with oil (YR 00)

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Dining Room

Cost $7,100 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Replace wainscot, custom matched to dining room of another West Adams Heights home built by original owner and architect. (YR 0)

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Upstairs landing linen cabinet

Cost $1,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Flipping of built-in linen cabinet back to orig. position in upstairs landing from a bedroom closet located on the other side of wall. (YR 00)

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Interior hardward

Cost $10,800 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Hardware restoration, cleaning and stripping painted hardware and replacement of modern with matching period. (YR 0)

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 2242 S Hobart Blvd. Los Angeles CA 90018 (Completed - page 6)

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Exterior

Cost $41,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Carpentry inc. replacement of significant number of damaged shingles, repair of others; repair of knee braces and rafter tails. Some ongoing work. (YR 0)

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Exterior

Cost $89,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Painting, including stripping of lead paint off existing shingles. (YR 0)

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Chimney - major repairs

Cost $25,150 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Reline chimney, main fireplace; rebuild collapsed upper portion, landing fireplace; install matching brick veneer, tuckpoint both chimney bases where accessible. (YR 00)

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Exterior

Cost $23,800 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Rebuilding of collapsed Rear Pergola and related structural and engineering work. (YR 0)

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 2242 S Hobart Blvd. Los Angeles CA 90018 (Completed - page 7)

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☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Exterior/landscape

Cost $ 9,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Drainage Issues: Hardscape and concrete work to reroute rainwater away from house (YR 0)

☐ Maintenance ☐ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Project Supervision and general costs

Cost $ 47,700 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Billed cost associated with general contractor supervision of project, $27,000; trash removal, $10,200; tool & scaffolding rental, $10,500. (YR 00 and 0)

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: General Architect & Design Work

Cost $ 14,100 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: YR 00 (primarily)

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Building permits and inspections

Cost $ 4,260 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Building permits for phase 1 project, $3,050; inspection fees, $1,210. (YR 00 and 0)

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 2242 S Hobart Blvd. Los Angeles CA 90018 (Completed - page 8)

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

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EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 2242 S. Hobart Blvd. Los Angeles CA 90018 (Proposed - Page 1)

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Windows

Cost $10,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Window reglazing is needed throughout -- work to be done 2016-2018 (YR1-3)

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Windows (screens)

Cost $6,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Period appropriate window screens to be fabricated and installed. (YR 1)

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Light fixtures

Cost $25,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Original fixtures have been restored, but many are missing. Period appropriate lighting to be acquired and installed, 2015-2020 (YRS 0-4)

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Hardware

Cost $3,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Period heat registers and returns to be purchased (or fabricated to match originals) where missing. (YR 2)

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 2242 S. Hobart Blvd. Los Angeles CA 90018 (Proposed - Page 2)

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Hardware

Cost $2,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Hardware replacement of missing period latches and mortise/antique locks, 2017-2017. (YRS 1-2)

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Interior built-ins

Cost $2,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2021

Description of work: Repairs are required to built-in cabinets and other downstairs built-ins (YR 5)

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Floors

Cost $3,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2021

Description of work: Repair dining room and downstairs entry oak floors. (YR 5)

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Picture Rails

Cost $6,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: Replace missing picture rails in bedrooms and upstairs landing with custom-milled to match original. (YR 3)

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 2242 S. Hobart Blvd. Los Angeles CA 90018 (Proposed - Page 3)

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Fireplaces

Cost $2,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Two fireplaces, one downstairs, one upstairs, feature original art tile (Gruby); tile and grout repair is required. (YR 3)

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Fireplace

Cost $4,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Upstairs fireplace hearth is missing and needs to be replaced with period appropriate material. (YR 2)

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Basement

Cost $900 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Basement door paint is peeling; door has not yet been repaired and minor restoration is needed. (YR 1)

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Basement

Cost $1,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Plaster in stairwell needs repair; wall needs repainting. (YR 1)

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 2242 S. Hobart Blvd. Los Angeles CA 90018 (Proposed - Page 4)

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Basement

Cost $ 900 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Basement door at top of stairway has peeling paint and needs restoration. (YR 1)

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Basement

Cost $ 1,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Plaster in basement stairwell is damaged and needs repair; walls will then be painted (YR 1)

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Exterior balconies

Cost $ 500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Evaluation by licensed roofer/contractor as to the water tightness of existing roll roof decking material on two upstairs balconies (YR 1)

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Exterior balconies

Cost $ 3,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: Replace existing roll roof either with new roll roof or other decking material; year of work will depend on evaluation and/or evidence of leaking (YR 3)

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 2242 S. Hobart Blvd. Los Angeles CA 90018 (Proposed - Page 5)

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Landscape

Cost $ 5,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Period-appropriate landscape design plan (YR 1)

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Landscape

Cost $ 5,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Install irrigation system, front and rear yards (YR 1)

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Landscape

Cost $ 25,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Install complete new plantings (retain mature trees), front and rear (YR 1)

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Landscape

Cost $ 12,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Repair, restore low retaining wall at front of property (character defining feature for West Adams Heights); inc. sandstone replacement where missing (YR 2)

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 2242 S. Hobart Blvd. Los Angeles CA 90018 (Proposed - Page 6)

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Garage

Cost $ 30,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: Garage has not been rehabilitated; needs termite damage repair, replace some rafter tails, repair/replace some boards & battens, plus structural. (YR 3)

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Chimney

Cost $ 15,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2022

Description of work: Removal of paint and re-pointing of formerly painted areas (YR 8)

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $ _____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $ _____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

EXHIBIT "A"

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

Robert A. Mueller

Lucia Fabio,

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

4529 Homer Street.

(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and Robert A. Mueller and Lucia Fabio (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Robbins House and located at the street address 4529 Homer Street, Los Angeles, California 90031-1322, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On April 20, 1994 and September 22, 2010 : (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. N/A pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. 93-0700 - 10-2331); or, (b) The Property was determined to be a Contributing Structure to the Highland Park-Garvanza Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. **Renewal.**
Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. **Standards for Historical Property.**
During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. **Provision of Information of Compliance.**
Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. **Cancellation.**
City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. **Enforcement of Agreement.**
In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. **Binding Effect of Agreement.**
The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

8. **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.

To City:
Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:
Name: Robert A. Mueller and Lucia Fabio
Address: 4529 Homer Street
Los Angeles, CA 90031-1322

9. **General Provisions.**
   a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: _____
Owner Signature*

Robert A. Mueller 5/18/15
Print Name Date

By: _____
Owner Signature*

Lucia Fabio 5/18/15
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On May 18 2015 before me, CHERYL JOHNSON
(insert name and title of the officer)

personally appeared Robert A. Mueller and Lucia Fabio,
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.

CHERYL JOHNSON
Commission # 1986822
Notary Public - California
Los Angeles County
My Comm. Expires Aug 29, 2016

WITNESS my hand and official seal.

Signature _____ **(Seal)**

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 4529 Homer Street, Los Angeles, CA 90031

OWNER(S) OF PROPERTY: Robert A. Mueller and Lucia Fabio

OWNER(S) MAILING ADDRESS: 4529 Homer Street, Los Angeles, CA 90031-1322

HOME TELEPHONE: _____ WORK TELEPHONE: _____

MOBILE TELEPHONE: (480) 703-2521 ALTERNATE TELEPHONE: (818) 568-8857

OWNER(S) EMAIL: luciafabiolove@gmail.com ALTERNATE EMAIL: latheandchisel@gmail.com

PROPERTY INFORMATION

Legal Description: TRACT: Montecito Park BLOCK: 3 LOT: 25 ARB: N/A

Assessor Identification Number (AIN): 5303 - 002 - 023 COUNCIL DISTRICT NO.: 1

PROPERTY PURCHASE DATE: 11/23/2011 MOST RECENT ASSESSED VALUE: $259,743.00

OWNER OCCUPIED: (•) YES ( ) NO USE: (•) SINGLE-FAMILY DWELLING ( ) MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ( ) YES (•) NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? (•) YES ( ) NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ( ) YES (•) NO

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: _____

☒ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: Highland Park-Garvanza HISTORIC PROPERTY NAME: Robbins House

ORIGINAL CONSTRUCTION DATE: 1909 ARCHITECT(S): Sidney C. Rowe

ARCHITECTURAL STYLE: Craftsman

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

OWNER SIGNATURE	DATE	OWNER SIGNATURE	DATE
	3/26/15		3/26/15
Robert A. Mueller		Fabio Lucia	
PRINT NAME		PRINT NAME	

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 4529 Homer Street, Los Angeles, CA 90031

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Plumbing

Cost $5,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2013

Description of work: Replumb house in copper.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Vinyl windows

Cost $2,500.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2013

Description of work: Replace several vinyl windows with wood windows..

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: bathroom vent pipe

Cost $500.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2013

Description of work: Replace bathroom vent pipe.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Rear fence

Cost $3,625.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2013

Description of work: Replace deteriorated rear fence with new cedar fence.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 4529 Homer Street, Los Angeles, CA 90031

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Termites

Cost $2,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Treat for termite infestation.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Original windows

Cost $2,700.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Rehang and reglaze sash windows, reglaze picture window.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Insulation

Cost $875.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Install new insulation.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Exterior paint

Cost $5,600.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Repaint exterior of house.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 4529 Homer Street, Los Angeles, CA 90031

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☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Exterior siding

Cost $1,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Replace damaged siding.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Garden

Cost $550.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Install new plantings.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Gutters

Cost $1,170.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Repair/replace gutters as needed.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Four additional windows

Cost $1,435.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Sure up four windows.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 4529 Homer Street, Los Angeles, CA 90031

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☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Interior doors

Cost $200.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Repaint 3 interior doors.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Rear bathroom

Cost $18,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Install new master bathroom (presently gutted.).

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Chimney

Cost $500.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Clean and seal chimney.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Rear fence

Cost $500.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Stain and seal new rear fence.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 4529 Homer Street, Los Angeles, CA 90031

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☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Fireplace

Cost $1,250.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Remove paint from river rock fireplace, rebuild mantle and install tile on hearth.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Interior paint

Cost $1,500.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Repaint living room, dining room, bedroom, den

---

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Roof

Cost $20,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Install new roof, reinforce rafters in attic, expand roofline over basement steps and door..

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: South side of lot.

Cost $1,200.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Install new fence along South side of property.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 4529 Homer Street, Los Angeles, CA 90031

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☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Hallway bathroom

Cost $20,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: Remodel hallway bathroom to a more historic design.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Bathroom door

Cost $200.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: Refinish bathroom door.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Sewer line

Cost $2,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: Replace main sewer line.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: HVAC

Cost $11,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Install HVAC.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 4529 Homer Street, Los Angeles, CA 90031

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☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Basement

Cost $800.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2021

Description of work: Install sheathing in basement.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Cellar stem wall

Cost $200.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2021

Description of work: Paint/seal cellar foundation/stem wall.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Cellar mud sill.

Cost $4,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2021

Description of work: Address mud sill in cellar.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Chimney and porch rock

Cost $1,100.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2024

Description of work: Repoint mortar on on porch and chimney.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 4529 Homer Street, Los Angeles, CA 90031

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☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Remaining non-historic windows in kitchen and laundry

Cost $5,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2024

Description of work: Install historic type windows.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Exterior paint

Cost $2,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2024

Description of work: Touch up exterior paint (ongoing as needed).

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Foundation

Cost $45,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2025

Description of work: Retrofit foundation.

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: Insurance

Cost $662.00 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Annual homeowners insurance premium.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

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☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: DWP

Cost $213.60 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Average bi-monthly DWP billing.

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: Gas

Cost $18.98 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Average monthly gas bill.

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Window screens

Cost $1,400.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Build new wooden window screens

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Front screen door

Cost $3,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Build new custom front screen door to replace lost original.

EXHIBIT "A"

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

EXHIBIT "B"

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

Simon Maldonado

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

6622 Iris Drive, Los Angeles, CA 90068.

(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and Simon Maldonado (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Lottie Pickford Residence and located at the street address 6622 Iris Drive, Los Angeles, California 90068, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On March 27, 1992: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. _____ pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. 92-0235); or, (b) The Property was determined to be a Contributing Structure to the Whitley Heights Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. **Renewal.**
Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. **Standards for Historical Property.**
During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. **Provision of Information of Compliance.**
Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. **Cancellation.**
City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. **Enforcement of Agreement**.
In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. **Binding Effect of Agreement.**
The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

8. **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.

To City:
Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:
Name Simon Maldonado
Address 6622 Iris Drive
Los Angeles, CA 90068

9. **General Provisions.**
a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: _____
Owner Signature*

Simon Maldonado 5/14/15
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

See Attached
NOTARIZED Paperwork
MAY 14, 2015

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of LOS ANGELES)

On MAY 14, 2015 before me, JOAQUIN TOMAS RECINOS-WALSH, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared SIMON MALDONADO,
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.

JOAQUIN TOMAS RECINOS-WALSH
Commission # 2053402
Notary Public - California
Los Angeles County
My Comm. Expires Dec 26, 2017

Signature Joaquin Recinos (Seal)

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 6622 Iris Drive, Los Angeles, CA 90068

OWNER(S) OF PROPERTY: Simon Maldonado

OWNER(S) MAILING ADDRESS: 6622 Iris Drive, Los Angeles, CA 90068

HOME TELEPHONE: _____ WORK TELEPHONE: _____

MOBILE TELEPHONE: (818) 422-6468 ALTERNATE TELEPHONE: _____

OWNER(S) EMAIL: simonmv108@aol.com ALTERNATE EMAIL: _____

PROPERTY INFORMATION

Legal Description: TRACT: TR 4565 BLOCK: None LOT: 16 ARB: None

Assessor Identification Number (AIN): 5576 - 003 - 035 COUNCIL DISTRICT NO.: 4

PROPERTY PURCHASE DATE: 2/24/2012 MOST RECENT ASSESSED VALUE: $496,431.00

OWNER OCCUPIED: (•) YES ( ) NO USE: (•) SINGLE-FAMILY DWELLING ( ) MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ( ) YES (•) NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? (•) YES ( ) NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ( ) YES (•) NO

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: _____

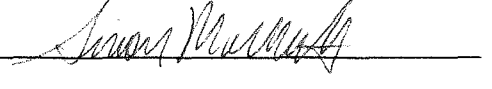
☑ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: Whitley Heights HISTORIC PROPERTY NAME: Lottie Pickford Residence

ORIGINAL CONSTRUCTION DATE: 1924 ARCHITECT(S): Lorne D. Oliver, contractor

ARCHITECTURAL STYLE: Spanish Colonial Revival

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.



OWNER SIGNATURE 3/3/15 DATE OWNER SIGNATURE DATE

Simon Maldonado

PRINT NAME PRINT NAME

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 6622 Iris Drive, Los Angeles, CA 90068

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

■ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Exterior

Cost $10,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2012

Description of work: Rehabilitate stucco, wood trim, door jambs. Paint exterior stucco.

■ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Guest bedroom

Cost $3,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2012

Description of work: Rehabilitate walls/ceiling. Replace non-functional window hardware. Restore hardwood floor. Remove makeshift closet entrance & rehabilitate closet. Paint.

■ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Guest bathroom

Cost $6,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2012

Description of work: Remove non-original faux wood paneling & drywall. Mold abatement. Replace deteriorated floor. Rehabilitate air vent. Install new appliances. Paint.

■ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Lower level master bedroom (utilized by previous owner as illegal apartment)

Cost $14,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2012

Description of work: Replace horizontal structural beam. Lower floor/rehabilitate. Re-glaze broken window/replace broken doors. Mold abatement. Closet moved to original locale.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 6622 Iris Drive, Los Angeles, CA 90068

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☒ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Lower level master bathroom (transformed into kitchen of illegal unit by ex-owner)

Cost $12,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2012

Description of work: Demo illegal kitchen. Mold abatement. Rehabilitate walls/ceiling. New tile. New bathroom appliances. Plumbing/electrical work to fulfill codes.

☒ Maintenance ☐ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Laundry room (previously contained in exterior shed)

Cost $3,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2012

Description of work: Plumbed and electrified area. Installed laundry vents and appliances.

☒ Maintenance ☐ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Water heater

Cost $3,500 (round to nearest dollar) Contract Year of Proposed Work Completion:

Description of work: Replaced/relocated conventional water heater with tankless water heater.

☒ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Hardwood floors/stair treads

Cost $7,800 (round to nearest dollar) Contract Year of Proposed Work Completion: 2012

Description of work: New hardwood stair treads on stairs from lower to upper level; maintain/rehabilitate hardwood floors throughout the home .

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 6622 Iris Drive, Los Angeles, CA 90068

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■ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Hardwood floors

Cost $1,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2012

Description of work: Install new hardwood floors: laundry, utility closet, downstairs hallway replacing badly deteriorated ones from illegal rental unit.

■ Maintenance ☐ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Trees

Cost $3,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2012

Description of work: Remove two trees impinging on foundation.

■ Maintenance ☐ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Deck off lower level master bedroom

Cost $2,200 (round to nearest dollar) Contract Year of Proposed Work Completion: 2013

Description of work: Replace wholly deteriorated deck off master bedroom.

■ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Lawns (badly decomposed at purchase)

Cost $7,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2013

Description of work: Level rear yard; install sprinkler system throughout property; install sod; plant ficus trees along property line.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 6622 Iris Drive, Los Angeles, CA 90068

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■ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: South elevation

Cost $6,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2013

Description of work: Water proof south elevation by constructing diversionary wall and waterproofing original wall.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Steps from kitchen to ground level patio

Cost $1,600 (round to nearest dollar) Contract Year of Proposed Work Completion: 2013

Description of work: Rehabilitate steps from kitchen to patio.

■ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Kitchen

Cost $1,800 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Mold abatement/rehabilitate mold damage at wall.

■ Maintenance ☐ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Garage

Cost $600 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Demo bathroom installed in garage that was utilized as illegal rental unit by previous owner.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 6622 Iris Drive, Los Angeles, CA 90068

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■ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Wall along Iris Drive

Cost $2,400 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Rehabilitate wall running along Iris Drive and paint. Major rehabilitation of brick column at wall's terminus.

■ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Sewer line

Cost $5,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Installed epoxy lining in original cast iron pipe; sewer line clean-out.

■ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Seismic retrofitting

Cost $6,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Seismically retrofit house and garage.

■ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Cripple wall

Cost $3,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Rehabilitate termite/water damage in cripple wall at lower south side of house.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 6622 Iris Drive, Los Angeles, CA 90068

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Foundation

Cost $2,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Rehabilitate crack in south elevation foundation that allowed moisture intrusion.

■ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Exterior walls

Cost $1,200 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: Remove dried ivy and rehabilitate stucco behind the area where it grew. Paint.

■ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Iron fence/gate

Cost $2,200 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Rehabilitate iron fence; replicate iron gat e to match original style of ironwork at north side entrance to house.

■ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Iron gate at south side of house

Cost $1,600 (round to nearest dollar) Contract Year of Proposed Work Completion: 2021

Description of work: Replicate original iron gate at north to provide entry at south where non-original wooden gate now stands.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 6622 Iris Drive, Los Angeles, CA 90068

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■ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Stairs near main entry

Cost $1,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2021

Description of work: Install metal handrail where none now exists, creating safety challenge.

■ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Stairs to rooftop.

Cost $1,300 (round to nearest dollar) Contract Year of Proposed Work Completion: 2022

Description of work: Install metal handrail where none now exists, creating safety challenge.

■ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Stairs from kitchen to patio.

Cost $1,300 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Install metal handrail where none now exists, creating safety challenge.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Garage door

Cost $1,250 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Rehabilitate original garage doors.

EXHIBIT "A"

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

DANTE DI LORETO

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

464 N. JUNE STREET.

(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and DANTE DI LORETO (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Contributing Property and located at the street address 464 N. JUNE STREET, Los Angeles, California 90004, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On N/A, N/A: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. N/A pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. N/A-N/A); or, (b) The Property was determined to be a Contributing Structure to the Windsor Square Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
   This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. **Renewal.**
   Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. **Standards for Historical Property.**
   During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. **Provision of Information of Compliance.**
Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. **Cancellation.**
City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. **Enforcement of Agreement.**
In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. **Binding Effect of Agreement.**
The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

8. **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.

To City:
Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:
Name DANTE DI LORETO
Address 464 N. JUNE STREET
LOS ANGELES, CA 90004

9. **General Provisions.**
a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: _____
Owner Signature*

DANTE DI LORETO 5.14.15
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On 5-14-2015 before me, Jeanette R. Atlas, Notary Public
(insert name and title of the officer)

personally appeared DANTE DI LORETO,
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.

JEANETTE R. ATLAS
Commission # 2099618
Notary Public - California
Los Angeles County
My Comm. Expires Mar 5, 2019

Signature Jeanette R. Atlas (Seal)

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 464 N. June Street Los Angeles, Ca 90004

OWNER(S) OF PROPERTY: Dante Di Loreto

OWNER(S) MAILING ADDRESS: 464 N. June Street Los Angeles, Ca 90004

HOME TELEPHONE: _____ WORK TELEPHONE: _____

MOBILE TELEPHONE: 2134480405 ALTERNATE TELEPHONE: _____

OWNER(S) EMAIL: dantediloreto@gmail.com ALTERNATE EMAIL: _____

PROPERTY INFORMATION

Legal Description: TRACT: TR 8320 BLOCK: None LOT: 282 ARB: None

Assessor Identification Number (AIN): 5523 - 003 - 013 COUNCIL DISTRICT NO.: 4

PROPERTY PURCHASE DATE: 3/26/2013 MOST RECENT ASSESSED VALUE: 3714211

OWNER OCCUPIED: (•) YES ( ) NO USE: (•) SINGLE-FAMILY DWELLING ( ) MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? (•) YES ( ) NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? (•) YES ( ) NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ( ) YES (•) NO

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: _____

☑ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: Hancock Park HISTORIC PROPERTY NAME: Residence for Mrs. Fon Chessman

ORIGINAL CONSTRUCTION DATE: 1928 ARCHITECT(S): Builder: Chisholm, Fortine & Meikle

ARCHITECTURAL STYLE: Mediterranean Revival

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

OWNER SIGNATURE	DATE	OWNER SIGNATURE	DATE
	3/30/15		
Dante Di Loreto			
PRINT NAME		PRINT NAME	

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 464 N. JUNE ST. LOS ANGELES, CA 90004

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Windows and Doors

Cost $30,000 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Repaired/Re-built (when necessary) some windows and doors

---

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Window and Door Hardware

Cost $15,000 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Restored original hardware on windows and doors

---

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Hardwood Floors

Cost $25,000 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Refinished original hardwood floors

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Interior Walls, Moldings, and Architectural Elements

Cost $75,000 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Restored interior walls, moldings, and architectural elements and re-painted

---

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 464 N. JUNE ST. LOS ANGELES, CA 90004

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Site conditions/drainage

Cost $ 15,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Improve site drainage and water management

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Electrical System

Cost $ 25,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Re-wire electrical system for house

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Front Facade

Cost $ 10,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Remove metal awning at front entry (alteration) and repair stucco

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Bathrooms

Cost $ 60,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: Rehabilitate existing bathrooms, retaining/restoring original tile where possible

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 464 N. JUNE ST. LOS ANGELES, CA 90004

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Hardsacpe

Cost $20,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: Replace damaged hardscape in front of house

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Interior terracotta tile floors

Cost $15,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Repair and restore interior terracotta tile floors

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Exterior Ironwork

Cost $25,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Repair and restore ironwork around exterior of property

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Sliding Doors

Cost $35,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2021

Description of work: Replace sliding doors in addition

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 464 N. JUNE ST. LOS ANGELES, CA 90004

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Windows and Doors

Cost $30,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2022

Description of work: Rehabilitate windows and doors that still need rehabilitation

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Exterior stucco and cast elements around exterior

Cost $50,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2022

Description of work: Repair and restore stucco and cast elements and re-paint exterior

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Foundation

Cost $15,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2023

Description of work: Place additional foundation bolting

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Plumbing - Drain Lines

Cost $15,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2025

Description of work: Replace/address drain lines when required

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 464 N. JUNE ST. LOS ANGELES, CA 90004

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Roof

Cost $45,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2025

Description of work: Re-roof when needed

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $_____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $_____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $_____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

EXHIBIT "A"

CITY OF LOS ANGELES

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

EXHIBIT "B"

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

Ryan E Sypek

Edward S Sypek ,

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

740 E Kensington Rd, Los Angeles, California, 90026 .

(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and Ryan E Sypek , Edward S Sypek (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the _____ and located at the street address 740 E Kensington Rd , Los Angeles, California 90026 , (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On _____, _____: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. _____ pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. _____-_____); or, (b) The Property was determined to be a Contributing Structure to the Angelino Heights Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
   This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. **Renewal.**
   Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. **Standards for Historical Property.**
   During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. **Provision of Information of Compliance.**
Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. **Cancellation.**
City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. **Enforcement of Agreement.**
In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. **Binding Effect of Agreement.**
The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

8. **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.

To City:
Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:
Name: Ryan E Sypek
Address: 740 E Kensington Rd
Los Angeles , California, 90026

9. **General Provisions.**
a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: Edward S. Sypek
Owner Signature*

Edward S Sypek 5-7-15
Print Name Date

By: 5-15-15
Owner Signature*

Ryan E Sypek
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of ~~California~~ Massachusetts
County of Middlesex)

On May 7, 2015 before me, MaryAnn L. DiNapoli
(insert name and title of the officer)

personally appeared Edward S. Sypek Edward S. Sypek,
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~~ Massachusetts that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)
MaryAnn L. DiNapoli My Commission Expires September 21, 2018

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On 5-15-15 before me, MUTHIAH NACHIAPPAN, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared RYAN E. SYPEK,
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.

MUTHIAH NACHIAPPAN
COMM. # 2004000
NOTARY PUBLIC • CALIFORNIA
LOS ANGELES COUNTY
My Commission Expires
January 13, 2017

GSN1 GSN1

Signature _____ (Seal)

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 740 E Kensington Rd, Los Angeles, CA, 90026

OWNER(S) OF PROPERTY: Ryan Sypek, Edward Sypek

OWNER(S) MAILING ADDRESS: 740 E Kensington Rd, Los Angeles, CA, 90026

HOME TELEPHONE: (617) 448-4066 WORK TELEPHONE: _____

MOBILE TELEPHONE: _____ ALTERNATE TELEPHONE: _____

OWNER(S) EMAIL: rsypek@gmail.com ALTERNATE EMAIL: _____

PROPERTY INFORMATION

Legal Description: TRACT: Angelino Heights BLOCK: 28 LOT: 18 ARB: none

Assessor Identification Number (AIN): 5405 - 023 - 020 COUNCIL DISTRICT NO.: 0

PROPERTY PURCHASE DATE: 7/31/2012 MOST RECENT ASSESSED VALUE: $713,725.00

OWNER OCCUPIED: • YES NO USE: • SINGLE-FAMILY DWELLING MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? YES • NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? • YES NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? YES • NO

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: _____

☒ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: Angelino Heights HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1903 ARCHITECT(S): _____

ARCHITECTURAL STYLE: Turn of the Century, Colonian Revival/Craftsman

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

DocuSigned by: Ryan Sypek C5FEA327C7C7431... — 3/23/15

OWNER SIGNATURE DATE

DocuSigned by: Edward Sypek 9E88401735B04FB... — 3/23/15

OWNER SIGNATURE DATE

Ryan Sypek

PRINT NAME

Edward Sypek

PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 740 E Kensington Rd, Los Angeles, CA, 90026

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☑ Maintenance ☑ Rehabilitation/Restoration ☐ Completed ☑ Proposed

Building Feature: Front Yard

Cost $6500 (round to nearest dollar) Contract Year of Proposed Work Completion: Year 1

Description of work: Landscaping and concrete work.

☐ Maintenance ☑ Rehabilitation/Restoration ☐ Completed ☑ Proposed

Building Feature: Electrical System

Cost $2500 (round to nearest dollar) Contract Year of Proposed Work Completion: Year 2

Description of work: Ground all outlets. Update older Electrical systems that could pose as a fire hazard.

☑ Maintenance ☑ Rehabilitation/Restoration ☐ Completed ☑ Proposed

Building Feature: Back Deck

Cost $3000 (round to nearest dollar) Contract Year of Proposed Work Completion: Year 2

Description of work: Level out deck and maintain it's structural integrity.

☐ Maintenance ☑ Rehabilitation/Restoration ☐ Completed ☑ Proposed

Building Feature: Roof

Cost $7200 (round to nearest dollar) Contract Year of Proposed Work Completion: Year 3

Description of work: Replace roof and properly seal all flashings.

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☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Foundation

Cost $ 10,500 (round to nearest dollar) Contract Year of Proposed Work Completion: Year 4

Description of work: Repair foundation.

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Paint and Exterior

Cost $ 16,500 (round to nearest dollar) Contract Year of Proposed Work Completion: Year 6

Description of work: Prep and paint exterior of the residence. Repair wood rot and any deteriorated paneling.

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Second Bathroom

Cost $ 7500 (round to nearest dollar) Contract Year of Proposed Work Completion: Year 7

Description of work: Bring bathroom up to code.

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $ _____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

EXHIBIT "A"

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

Steven Chang

Nelrose Chandler Chang ,
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

847 - 849 East Kensington Road, Los Angeles, CA 90026 .
(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and Steven Chang and Nelrose Chandler Chang (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Harris House and located at the street address 847 - 849 E. Kensington Rd. , Los Angeles, California 90026 , (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On August 18, 1983: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. _____ pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. 81-1694); or, (b) The Property was determined to be a Contributing Structure to the Angelino Heights Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
   This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. **Renewal.**
   Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. **Standards for Historical Property.**
   During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. **Provision of Information of Compliance.**
Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. **Cancellation.**
City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. **Enforcement of Agreement.**
In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. **Binding Effect of Agreement.**
The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

8. **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.

To City:
Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:
Name: Steven Chang and Nelrose Chandler Chang
Address: 847 - 849 East Kensington Road
Los Angeles, CA 90026

9. **General Provisions.**
   a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: _____
Owner Signature*

Steven Chang 5/6/15
Print Name Date

By: _____
Owner Signature*

Nelrose Chandler Chang 5/6/15
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On May 6, 2015 before me, Tamara Struminger, Notary Public
(insert name and title of the officer)

personally appeared Steven Chang and Nelrose Chandler Chang,
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.

TAMARA STRUMINGER
Commission # 2078742
Notary Public - California
Los Angeles County
My Comm. Expires Aug 19, 2018

Signature _____ (Seal)

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 847 - 849 East Kensington Road, Los Angeles, CA 90026

OWNER(S) OF PROPERTY: Steven Chang and Nelrose Chandler Chang

OWNER(S) MAILING ADDRESS: 847 East Kensington Road, Los Angeles, CA 90026

HOME TELEPHONE: (213) 405-1449 WORK TELEPHONE:

MOBILE TELEPHONE: (310) 339-0474 ALTERNATE TELEPHONE:

OWNER(S) EMAIL: smwchang@gmail.com ALTERNATE EMAIL:

PROPERTY INFORMATION

Legal Description: TRACT: Angeleno Heights BLOCK: 20 LOT: 13 ARB: None

Assessor Identification Number (AIN): 5405 - 020 - 019 COUNCIL DISTRICT NO.: 1

PROPERTY PURCHASE DATE: 2/24/2012 MOST RECENT ASSESSED VALUE: $496,431.00

OWNER OCCUPIED: (•) YES ( ) NO USE: ( ) SINGLE-FAMILY DWELLING (•) MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ( ) YES (•) NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? (•) YES ( ) NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ( ) YES (•) NO

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: _____

☑ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: Angelino Heights HISTORIC PROPERTY NAME: Harris House

ORIGINAL CONSTRUCTION DATE: 1901 ARCHITECT(S): J. R. Harris, Builder

ARCHITECTURAL STYLE: Turn-of-the-20th Century American Foursquare

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

OWNER SIGNATURE — DATE: 3/2/15

OWNER SIGNATURE — DATE: 3/2/15

Steven Chang

PRINT NAME

Nelrose Chandler Chang

PRINT NAME

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REVISED JANUARY 2015

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☒ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Landscape: 847 & 849

Cost $300 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Removed dead rose bushes; planted grass.

☒ Maintenance ☐ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Plumbing: 847 & 849

Cost $1,400 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Sewer repair, extend roof vent, new water heaters.

☒ Maintenance ☐ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Garage lighting: 847 & 849

Cost $250 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Added string lights at garage.

☐ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Windows

Cost $1,600 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Added roller shades and window treatments: 849

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■ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Electric: 847 & 849

Cost $6,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: New electric boxes in attic; cover exposed J boxes in attic; miscellaneous electric.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Roof: 849

Cost $500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Rehabilitate leaky roof above master bathroom.

■ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Claw foot bathtub: 849

Cost $500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Rehabilitate faucet on upstairs clawfoot bathtub.

■ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Rear entry door: 849

Cost $3,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Rehabilitate panels of door; replace broken lock.

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☒ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Paint: 849

Cost $1,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: Rehabilitate walls and paint for new renters.

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Plumbing: 847 & 849

Cost $3,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Discover/remediate source of loud noise when water-based appliances are utilized.

☒ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Wooden accessory items: 847

Cost $3,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2021

Description of work: Rehabilitate dents in porch; repaint fence and fence posts.

☒ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Paint: 849

Cost $500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2022

Description of work: Rehabilitate walls and repaint when tenants leave.

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☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Bathtub: 849

Cost $500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2022

Description of work: Re-glaze bathtub to rehabilitate.

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Upstairs porch door: 849

Cost $1,000 *(round to nearest dollar)* *Contract Year of Proposed Work Completion:* 2023

Description of work: Rehabilitate door to upstairs porch.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Master bathroom: 849

Cost $7,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2024

Description of work: Rehabilitate master bathroom.

■ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Paint

Cost $3,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2025

Description of work: Rehabilitate walls; repaint rental unit.

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☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Roof: 847 & 849

Cost $25,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2026

Description of work: Replace roofs on both structures.

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $_____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $_____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $_____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

EXHIBIT "A"

CITY OF LOS ANGELES

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

~~Sheryl A. Hellard~~

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and ~~Sheryl A. Hellard~~ (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the ~~Villa Manola~~ and located at the street address ~~5900 Manola Way~~, Los Angeles, California ~~90068-3041~~, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On March ; 2015 : (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. TBD pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. 15-0194); or, (b) The Property was determined to be a Contributing Structure to the _____ Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
   This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. **Renewal.**
   Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. **Standards for Historical Property.**
   During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. **Provision of Information of Compliance.**
Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. **Cancellation.**
City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. **Enforcement of Agreement**.
In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. **Binding Effect of Agreement.**
The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

8. **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.

To City:
Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:
Name ~~Sheryl A. Hellard~~
Address ~~5900 Manola Way~~
~~Los Angeles, CA 90068-3041~~

9. **General Provisions.**
a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: _____
Owner Signature*

Sheryl A. Hellard
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On May 15, 2015 before me, Maria Valle, Notary Public
(insert name and title of the officer)

personally appeared Sheryl A. Hellard,
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.

MARIA VALLE
Commission # 2002219
Notary Public - California
Los Angeles County
My Comm. Expires Dec 27, 2016

Signature _____ (Seal)

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 5900 Manola Way, Los Angeles, CA 90068

OWNER(S) OF PROPERTY: Sheryl A. Hellard

OWNER(S) MAILING ADDRESS: 5900 Manola Way, Los Angeles, CA 90068-3041

HOME TELEPHONE: (323) 871-2111 WORK TELEPHONE:

MOBILE TELEPHONE: (310)266-4823 ALTERNATE TELEPHONE:

OWNER(S) EMAIL: shellard@mac.com ALTERNATE EMAIL: shellard@earthlink.net

PROPERTY INFORMATION

Legal Description: TRACT: T 1 S, R 14 W BLOCK: Sec 2 LOT: Ptn SE¼ ARB: 73

Assessor Identification Number (AIN): 5586 - 020 - 012 COUNCIL DISTRICT NO.: 4

PROPERTY PURCHASE DATE: 9/18/2003 MOST RECENT ASSESSED VALUE: $1,500,000.00

OWNER OCCUPIED: ● YES NO USE: SINGLE-FAMILY DWELLING ● MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? YES ● NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ● YES NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? YES ● NO

HISTORICAL SIGNIFICANCE

☑ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: TBD HCM NAME: Villa Manola

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: HISTORIC PROPERTY NAME:

ORIGINAL CONSTRUCTION DATE: 1924 ARCHITECT(S): Paul R. Williams

ARCHITECTURAL STYLE: Moorish Revival

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

OWNER SIGNATURE	DATE	OWNER SIGNATURE	DATE
	3/12/15		
Sheryl A. Hellard			
PRINT NAME		PRINT NAME	

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 5900 Manola Way, Los Angeles, CA 90068

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Deck over garage, walkway and staircase.

Cost $ 3,900.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2021

Description of work: Waterproofing surfaces. (This needs to be done every three years)

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Roof

Cost $ 20,867.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Replace roof except portion previously replaced in 2008. Salvage and reuse original clay tiles.

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Ceilings

Cost $ 3,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Fix ceiling holes caused by leaking roof, plaster and repaint.

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Master bathroom and kitchen plumbing.

Cost $ 1,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Fix plumbing issues.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 5900 Manola Way, Los Angeles, CA 90068

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☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: North property line retaining wall.

Cost $ 890.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Re-grout top of wall and apply new concrete cap.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Stucco and plaster near study.

Cost $ 2,290.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Repair delaminating exterior stucco and interior plaster.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Exterior paint on walls and trim.

Cost $ 27,162.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Strip peeling paint from windows and sills. Repair exterior glazing putty, caulk all seems an joints, prime and brush paint wood. Paint stucco.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: HVAC

Cost $ 10,605.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Add HVAC to areas of home that currently have none..

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 5900 Manola Way, Los Angeles, CA 90068

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☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Guest unit interior paint.

Cost $ 2,500.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Paint interior of guest unit.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Hardwood floors.

Cost $ 3,500.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Repair hardwood floors.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Windows and doors.

Cost $ 20,645.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Restore all windows and doors in need.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Guest unit kitchen

Cost $ 35,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Refurbish original kitchen cabinets. Redo sink, flooring, etc.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 5900 Manola Way, Los Angeles, CA 90068

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☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Deck over garage, walkway and staircase.

Cost $3,900.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Waterproofing surfaces. (This needs to be done every three years)

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Gutters

Cost $4,362.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Replace/add gutters where needed.

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Water damaged wall.

Cost $1,700.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Repair water damaged wall, replaster and paint.

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Courtyard fountain

Cost $12,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: Restoration, install new pump, electric, tile to match original.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 5900 Manola Way, Los Angeles, CA 90068

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☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Lower patio/courtyard

Cost $ 15,600.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: Remove non-original pavers, regrade for better water drainage, install 4" cement pad & rebar to match existing footprint, install period Terrabella pavers.

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Garage door.

Cost $ 4,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Replace non historic garage door with something more appropriate for the age and style of the house..

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Master bedroom balcony.

Cost $ 7,942.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2021

Description of work: Remove non-historic tile floor, install new sub floor & waterproofing layer, install period appropriate tile finish floor.

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Deck over garage, walkway and staircase.

Cost $ 3,900.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: Fix plumbing issues.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 5900 Manola Way, Los Angeles, CA 90068

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Exterior paint on walls and trim.

Cost $ 15,600.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2023

Description of work: Repaint exterior walls and trim. (Must be done every 7 years.)

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Interior paint

Cost $ 8,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2024

Description of work: Repaint interior of house.

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Fencing

Cost $ 11,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2021

Description of work: Restore/repair all fencing around the property.

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Kitchen in main house.

Cost $ 40,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2024

Description of work: Renovate kitchen in main home to be more in keeping with house style and era.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 5900 Manola Way, Los Angeles, CA 90068

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■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Exterior paint on walls and trim.

Cost $ 15,600.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2023

Description of work: Repaint exterior walls and trim. (Must be done every 7 years.)

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Interior paint

Cost $ 8,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2024

Description of work: Repaint interior of house.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Fencing

Cost $ 11,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2021

Description of work: Restore/repair all fencing around the property.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Kitchen in main house.

Cost $ 40,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2024

Description of work: Renovate kitchen in main home to be more in keeping with house style and era.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 5900 Manola Way, Los Angeles, CA 90068

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: Insurance

Cost $3,522.00 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Annual homeowner's insurance premium.

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: DWP

Cost $409.00 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Average bi-monthly DWP payment.

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: Gas

Cost $65.00 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Average monthly gas bill.

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $_____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

EXHIBIT "A"

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

EXHIBIT "B"

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

Priscilla Ulene and Arthur L. Ulene, as Trustees (and their successor Trustees) of the First Amended and Restated Declaration of Trust of Arthur and Priscilla Ulene Revocable Trust of 1983, dated December 22, 1995, and including any valid amendments or restatements of such Trust,

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

6511 Moore Drive.

(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and Arthur Ulene and Priscilla Ulene, Trustees (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Contributing Property and located at the street address 6511 Moore Drive, Los Angeles, California 90048, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On NA, NA: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. NA pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. NA-NA); or, (b) The Property was determined to be a Contributing Structure to the Carthay Circle Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
   This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. **Renewal.**
   Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. **Standards for Historical Property.**
   During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. **Provision of Information of Compliance.**
Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. **Cancellation.**
City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. **Enforcement of Agreement.**
In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. **Binding Effect of Agreement.**
The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

8. **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.

To City:
Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:
Name: Arthur Ulene and Priscilla Ulene, Trustees
Address: 6511 Moore Drive
Los Angeles, CA 90048

9. **General Provisions.**
a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

Priscilla Ulene and Arthur L. Ulene, as Trustees (and their successor Trustees) of the First Amended and Restated Declaration of Trust of Arthur and Priscilla Ulene Revocable Trust of 1983, dated December 22, 1995, and including any valid amendments or restatements of such Trust

By: Arthur L Ulene, Trustee
Owner Signature*

Arthur L. Ulene, Trustee 5/9/15
Print Name Date

By: Priscilla Ulene, Trustee
Owner Signature*

Priscilla Ulene, Trustee 5/9/15
Print Name Date

Priscilla Ulene and Arthur L. Ulene, as Trustees (and their successor Trustees) of the First Amended and Restated Declaration of Trust of Arthur and Priscilla Ulene Revocable Trust of 1983, dated December 22, 1995, and including any valid amendments or restatements of such Trust

By: _____
Owner Signature*

_____
Print Name Date

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

Notary Public - California

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On May 9, 2015 before me, Lekha Wickramasekaran, a notary public,
(insert name and title of the officer)

personally appeared Arthur Lawrence Wine and Priscilla Wine,
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.

LEKHA WICKRAMASEKARAN
Commission # 2063112
Notary Public - California
Los Angeles County
My Comm. Expires Apr 30, 2018

Signature LWickramasekaran (Seal)

My Comm. Expires Apr 30, ...

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND
PRISCILLA ULENE AND ARTHUR L. ULENE, AS TRUSTEES (AND THEIR SUCCESSOR TRUSTEES) OF THE FIRST AMENDED AND RESTATED DECLARATION OF TRUST OF ARTHUR AND PRISCILLA ULENE REVOCABLE TRUST OF 1983, DATED DECEMBER 22, 1995, AND INCLUDING ANY VALID AMENDMENTS OR RESTATEMENTS OF SUCH TRUST
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

6511 Moore Drive.
(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and Priscilla Ulene and Arthur L. Ulene, as Trustees (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Contributing Property and located at the street address 6511 Moore Drive, Los Angeles, California 90048, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

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TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

Priscilla Ulene and Arthur L. Ulene, as Trustees of the First Amended and Restated Declaration of Trust (see addendum),
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

6511 Moore Drive.
(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and Arthur Ulene and Priscilla Ulene, Trustees (see addendum) (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

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Addendum to Historical Property Contract:

Name of Owner as Printed on Deed of Trust:

Priscilla Ulene and Arthur L. Ulene, as Trustees (and their successor Trustees) of the First Amended and Restated Declaration of Trust of Arthur and Priscilla Ulene Revocable Trust of 1983, dated December 22, 1995, and including any valid amendments or restatements of such Trust

(iii) On NA, NA: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. NA pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. NA-NA); or, (b) The Property was determined to be a Contributing Structure to the Carthay Circle Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
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2. **Renewal.**
   Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. **Standards for Historical Property.**
   During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. **Provision of Information of Compliance.**
Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. **Cancellation.**
City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. **Enforcement of Agreement.**
In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. **Binding Effect of Agreement.**
The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

8. **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.

To City:
Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:
Name: Arthur Ulene and Priscilla Ulene, Trustees
Address: 6511 Moore Drive
Los Angeles, CA 90048

9. **General Provisions.**
a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: Arthur L. Ulene
Owner Signature*

Arthur L. Ulene, Trustee 5/7/15
Print Name Date

By: Priscilla Ulene
Owner Signature*

Priscilla Ulene, Trustee 5/7/15
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

CITY OF LOS ANGELES

NOTARY ACKNOWLEDGMENT FORM

The notarized signature of the majority representative owner or owners, as established by deed or contract, of the subject property or properties is required for the filing of this application. (Additional sheets may be attached.)

State of California

County of Los Angeles

On May 7th 2015 (DATE) before me, Agustin Rivera-Corado (HERE INSERT NAME AND TITLE OF THE OFFICER) NOTARY PUBLIC personally

appeared Arthur L. Ulene and Priscilla Ulene (NAME(S) OF SIGNER(S)),

who proved to me on the basis of satisfactory evidence to be the person(s) who 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)

AGUSTIN RIVERA-CORADO
Commission # 2089265
Notary Public - California
Los Angeles County
My Comm. Expires Nov 8, 2018

(PLACE NOTARY SEAL ABOVE)

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title of type of Document: **HISTORICAL PROPERTY CONTRACT**

Document Date: Undated Number of Pages 11 (incl. Exhibits A and B)

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Arthur L. Ulene
† Individual
† Officer
† Title(s): Trustee
† Partner — † Limited † General Partner
† Attorney-in-Fact
† Trustee
† Guardian or Conservator
† Other: _____

Signer is Representing:
See attached sheet

Signer's Name: Priscilla Ulene
† Individual
† Corporate Officer
† Title(s): TRUSTEE
† Partner — † Limited † General Partner
† Attorney-in-Fact
† Trustee
† Guardian or Conservator
† Other: _____

Signer is Representing:
See attached sheet

Signers are representing:

Priscilla Ulene and Arthur L. Ulene, as Trustees (and their successor Trustees) of the First Amended and Restated Declaration of Trust of Arthur and Priscilla Ulene Revocable Trust of 1983, dated December 22, 1995, and including any valid amendments or restatements of such Trust"

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On May 9, 2015 before me, Lekha Wickramasekaran, a notary public
(insert name and title of the officer)

personally appeared Arthur Lawrence Wong and Priscilla Wong
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.

LEKHA WICKRAMASEKARAN
Commission # 2063112
Notary Public - California
Los Angeles County
My Comm. Expires Apr 30, 2018

Signature L Wickramasekaran (Seal)

LEKHA WICKRAMASEKARAN
Commission # 2063112

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 6511 Moore Drive, Los Angeles, California 90048

OWNER(S) OF PROPERTY: Priscilla and Arthur L. Ulene, as Trustees (See attached sheet for complete title)

OWNER(S) MAILING ADDRESS: 6511 Moore Drive, Los Angeles, California, 90048

HOME TELEPHONE: (323) 930-9001 WORK TELEPHONE:

MOBILE TELEPHONE: (310) 490-1601 ALTERNATE TELEPHONE: (310) 490-5911

OWNER(S) EMAIL: artulene@gmail.com ALTERNATE EMAIL: prillau@gmail.com

PROPERTY INFORMATION

Legal Description: TRACT: 5542 BLOCK: LOT: 383 ARB:

Assessor Identification Number (AIN): 5088 - 008 - 028 COUNCIL DISTRICT NO.: 5

PROPERTY PURCHASE DATE: 9/15/2011 MOST RECENT ASSESSED VALUE: $1,127,093.00

OWNER OCCUPIED: (•) YES ( ) NO USE: (•) SINGLE-FAMILY DWELLING ( ) MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ( ) YES (•) NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ( ) YES (•) NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ( ) YES (•) NO

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: HCM NAME:

☒ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: Carthay Circle HISTORIC PROPERTY NAME:

ORIGINAL CONSTRUCTION DATE: 1926 ARCHITECT(S):

ARCHITECTURAL STYLE: English Tudor Revival

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Arthur L. Ulene, Trustee 3/25/15 Priscilla Ulene, Trustee 3/25/15

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Arthur L. Ulene, Trustee Priscilla Ulene, Trustee

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 6511 Moore Drive, Los Angeles, CA 90048 (page 1 of 4)

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Exterior wood and stucco

Cost $20,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Repair, sand, seal all wood; repair stucco; repaint entire exterior in original colors (per original sale photo)

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Front fence and gate

Cost $4,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Remove modern gate; replace and relocate with historically approp. materials

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Driveway and sidewalk

Cost $8,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Score front drive; repair sidewalk and score; extend current "Hollywood drive" from gate to garage; remove broken area at rear; install drought-resist plants

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Front steps

Cost $4,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Repair, repoint damaged and painted bricks; replace bricks, re-grout as necess.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 6511 Moore Drive, Los Angeles, CA 90048 (page 2 of 4)

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Front door

Cost $700 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Stripped, sanded, all veneers replaced, three coats of spar varnish

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Leaded glass windows

Cost $4,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Replace modern glass replacement panes with leaded antique replicas of original windows.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Screeen doors

Cost $2000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Replace 4 metal screen doors with wood frame doors

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Plumbing

Cost $4000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Replace current galvanized iron pipes with copper

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 6511 Moore Drive, Los Angeles, CA 90048 (page 3 of 4)

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Rear roof

Cost $ $15,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Rebuild rear roof to maintain historic roof line over proposed addition

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Interior doors and hardware

Cost $ 2,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Refinish and re-purpose orginal doors and hardware

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Hardwood floors

Cost $ 7,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Sand all floor to remove deep scratches and stains. Repair damaged inlays. Fill nail holes. Re-varnish all floors.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Master bathroom tile

Cost $ 4,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Re-tile master bathroom in historically respectful manner after proposed renovation.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 6511 Moore Drive, Los Angeles, CA 90048 (page 4 of 4)

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Structure: stability and strength

Cost $3,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Retain services of structural engineer regarding proposed renovations and additions.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature:)Hardscape (Driveway)

Cost $6,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Remove all concrete in rear yard, extend "Hollywood drive" to garage.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Landscaping

Cost $25,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2024

Description of work: Replace front and back lawns with with English-style drought-tolerant plants and gravel. Construct Pergola, fire pit and/or fountain in back yard.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: _____

Cost $_____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

EXHIBIT "A"

CITY OF LOS ANGELES

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

Joshua Peyton Bleibtreu

Sarah Hall Bleibtreu,

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

3539 Moore Street Los Angeles, Ca 90066.

(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and Joshua Peyton Bleibtreu, Sarah Hall Bleibtreu (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Gregory Ain Mar Vista Tract and located at the street address 3539 Moore Street, Los Angeles, California 90066, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On NA, NA: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. NA pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. NA-NA); or, (b) The Property was determined to be a Contributing Structure to the Gregory Ain Mar Vista Tract Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
   This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. **Renewal.**
   Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. **Standards for Historical Property.**
   During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. **Provision of Information of Compliance.**
Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. **Cancellation.**
City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. **Enforcement of Agreement**.
In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. **Binding Effect of Agreement.**
The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

8. **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.

To City:
Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:
Name: Joshua Peyton Bleibtreu and Sarah Hall Bleibtreu
Address: 12228 Everglade Street, Los Angeles, CA 90066

9. **General Provisions.**
a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: _____ Attorney in fact 5/1/15
Owner Signature*

Joshua Peyton Bleibtreu 5/1/15
Print Name Date

By: _____
Owner Signature*

Sarah Hall Bleibtreu
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

BLANCA M. VIVAS
Commission # 2075201
Notary Public - California
Los Angeles County
My Comm. Expires Aug 16, 2018

My comm Expires 08/16/2018

State of California
County of Los Angeles)

On May 1, 2015 before me, Blanca M Vivas, Notary Public
Sarah Hall Bleibtreu (insert name and title of the officer) as attorney in fact for Joshua Peyton Bleibtreu

personally appeared Sarah Hall Bleibtreu,
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.

BLANCA M. VIVAS
Commission # 2075201
Notary Public - California
Los Angeles County
My Comm. Expires Aug 16, 2018

WITNESS my hand and official seal.

Signature Blanca M Vivas (Seal)

CITY OF LOS ANGELES

NOTARY ACKNOWLEDGMENT FORM

The notarized signature of the majority representative owner or owners, as established by deed or contract, of the subject property or properties is required for the filing of this application. (Additional sheets may be attached.)

State of California

County of Los Angeles

On May 1, 2015 (DATE) before me, Blanca M Vivas (HERE INSERT NAME AND TITLE OF THE OFFICER), NOTARY PUBLIC personally appeared Sarah Hall Bleibtreu as attorney in fact for Joshua Peyton Bleibtreau and Sarah Hall Bleibtreu (NAME(S) OF SIGNER(S)) who proved to me on the basis of satisfactory evidence to be the person(s) who 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.

Blanca M Vivas
(SIGNATURE)

BLANCA M. VIVAS
Commission # 2075201
Notary Public - California
Los Angeles County
My Comm. Expires Aug 16, 2018

(PLACE NOTARY SEAL ABOVE)

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title of type of Document: **HISTORICAL PROPERTY CONTRACT**

Document Date: 5-1-2015 Number of Pages 6

Signer(s) Other Than Named Above: Joshua Peyton Bleibtreu

Capacity(ies) Claimed by Signer(s)

Signer's Name: Sarah Hall Bleibtreu
† Individual
† Officer
† Title(s): _____
† Partner — † Limited † General Partner
X Attorney-in-Fact
† Trustee
† Guardian or Conservator
† Other: _____

Signer is Representing:
Joshua Peyton Bleibtreu

Signer's Name: Sarah Hall Bleibtreu
X Individual
† Corporate Officer
† Title(s): _____
† Partner — † Limited † General Partner
† Attorney-in-Fact
† Trustee
† Guardian or Conservator
† Other: _____

Signer is Representing:
herself.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On May 1, 2015 *Date* before me, Blanca M Vivas, Notary Public *Here Insert Name and Title of the Officer*,

personally appeared Sarah Hall Bleibtreu as attorney in fact for *Name(s) of Signer(s)*
Joshua Peyton Bleibtreau and Sarah Hall Bleibtreu,

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 Blanca M Vivas
Signature of Notary Public

BLANCA M. VIVAS
Commission # 2075201
Notary Public - California
Los Angeles County
My Comm. Expires Aug 16, 2018

My comm Expires 08/16/2018

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Historical Property Contract Document Date: 05-01-2015
Number of Pages: 6 Signer(s) Other Than Named Above: Joshua Peyton Bleibtreu

Capacity(ies) Claimed by Signer(s)

Signer's Name: Sarah Hall Bleibtreu	Signer's Name: Sarah Hall Bleibtreu
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☑ Attorney in Fact	☒ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing: Joshua Peyton Bleibtreu	Signer Is Representing: her self.

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RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

NAME

STREET ADDRESS

CITY, STATE & ZIP CODE

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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

LIMITED POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That I, JOSHUA PEYTON BLEIBTREU the undersigned (jointly and severally if more than one, hereinafter collectively "principal"), hereby make, constitute and appoint SARAH HALL BLEIBTREU

principal's true and lawful attorney to act for principal and in principal's name, place and stead and for principal's use and benefit:

(a) To

Principal hereby grants to said attorney in fact full power and authority to do and perform each and every act and thing which may be necessary, or convenient, in connection with any of the foregoing, as fully, to all intents and purposes, as principal might or could do if personally present, hereby ratifying and confirming all that our said attorney in fact shall lawfully do or cause to be done by authority hereof.

This Limited Power of Attorney is granted for a period of 1 YEAR and shall become effective on APRIL 11, 2015 and shall terminate on APRIL 11, 2016

Wherever the context so requires, the singular number includes the plural.

WITNESS my hand this 11 day of April, 2015

X

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

BLANCA M. VIVAS
Commission # 2075201
Notary Public - California
Los Angeles County
My Comm. Expires Aug 16, 2018

STATE OF CALIFORNIA }
COUNTY OF Los Angeles }

On April 11, 2015 before me, Blanca M Vivas, Notary Public (here insert name and title of the officer), personally appeared Joshua Peyton Bleibtreu,

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 Blanca M Vivas (SEAL)

BLANCA M. VIVAS
Commission # 2075201
Notary Public - California
Los Angeles County
My Comm. Expires Aug 16, 2018

Before you use this form, fill in all blanks, and make whatever changes are appropriate and necessary to your particular transaction. Consult a lawyer if you doubt the form's fitness for your purpose and use.

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 3539 Moore st., Los Angeles Ca 90066

OWNER(S) OF PROPERTY: Josh and Sarah Bleibtreu

OWNER(S) MAILING ADDRESS: 12228 Everglade st., Los Angeles CA 90066

HOME TELEPHONE: 310-397-8527 WORK TELEPHONE: 310-562-0447

MOBILE TELEPHONE: 310-562-0447 ALTERNATE TELEPHONE: 310-508-1458

OWNER(S) EMAIL: sbleibtreu@mac.com ALTERNATE EMAIL: panahead@gmail.com

PROPERTY INFORMATION

Legal Description: TRACT: Tract #14444 BLOCK: _____ LOT: 16 ARB: _____

Assessor Identification Number (AIN): 4245 - 007 - 016 COUNCIL DISTRICT NO.: _____

PROPERTY PURCHASE DATE: November 04, 2014 MOST RECENT ASSESSED VALUE: 1,234,000

OWNER OCCUPIED: ● YES ○ NO USE: ● SINGLE-FAMILY DWELLING ○ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ● YES ○ NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ● YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ● NO

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: _____

☑ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: Gregory Ain Mar Vista Tract HISTORIC PROPERTY NAME: 3539 Moore Street, Los Angeles C

ORIGINAL CONSTRUCTION DATE: 1948 ARCHITECT(S): Gregory Ain

ARCHITECTURAL STYLE: Mid-century Modern Post & Beam

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

OWNER SIGNATURE	DATE	OWNER SIGNATURE	DATE
	3/15/15		3/15/15
Josh Bleibtreu		Sarah Bleibtreu	
PRINT NAME		PRINT NAME	

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 3539 Moore Street Los Angeles, Ca 90066

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Electrical

Cost $ 9200 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Repair updated panel and rewire entire house

---

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Plumbing

Cost $ 7500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Repair plumbing, copper pipe and abs for bathrooms and kitchen

---

☐ Maintenance ☐ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: sewer line

Cost $ 12000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Installed new septic line to street

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Concrete floor

Cost $ 10300 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Patched uneven and cracked areas, leveled and resurfaced

---

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 3539 Moore Street Los Angeles, Ca 90066

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Built in Closets and drawers Bed 1,2,3

Cost $ 4400 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Repair, strip old paint and prime, paint all closet doors, drawers and cabinets

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: interiors walls/ceilings

Cost $ 7000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Repair broken/cracked and damaged walls and ceilings

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Interior doors

Cost $ 6400 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Repair originals doors, installed an original sliding door to bed 2, installed an ~~original window door to hallwall.~~

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Floor to ceiling glass doors

Cost $ 12000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Repair original doors and reinstalled, new glass where tempered was needed, ~~hardware and trim~~

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 3539 Moore Street Los Angeles, Ca 90066

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Roof

Cost $ 16000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Remove 2 layers of old roofing, repair termite and extensive water damage and reroof.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Heating

Cost $ 10,300 (round to nearest dollar) Contract Year of Proposed Work Completion:

Description of work: removed red taged furnice and asbestos ductiing, and replaced.

■ Maintenance ☐ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: New fencing and gates on north and south side of property

Cost $ 7500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Built new fencing and gates to replace rotten and falling down

---

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Bedroom 3 patio, back yard landscaping

Cost $ 3000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: install drip irrigation gravel and plants

---

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 3539 Moore St Los Angeles, Ca 90066

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Jalouie windows

Cost $ 1200 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: replaced old broken windows with new glass

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Bathroom 1

Cost $ 5600 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Repair wood rot/water damage, retile, painted and fixtures

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Wash closet

Cost $ 1500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Repair wood rot/water damage and repaint

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Bathroom 2

Cost $ 5500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Repair wood rot/water damage repaint, tile, fixtures and tub

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 3539 Moore Street Los Angeles, Ca 90066

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Interior doors, walls, windows and trim Painting

Cost $ 12,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: repair, sand, prime and paint

■ Maintenance ☐ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Drainage Back yard

Cost $ 2500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Leveled yard to direct water away from garage and into alley

---

■ Maintenance ☐ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Termite

Cost $ 4800 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Mitigate termite damage in various sections of the house

---

☑ Maintenance ☐ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Chimney/fireplace

Cost $ 700 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Repair brick around mantel

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 3539 Moore St Los Angeles, Ca 90066

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Front door

Cost $ 1500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Repair, strip old paint and stain

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Exterior wall and facia

Cost $ 9500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: replace, patch and paint facia paint and patch stucco

---

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Front landingscaping

Cost $ 6000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: install drip irrigation, new soil, plants and trees

---

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Back yard landscaping/hardscape

Cost $ 12000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: install drip irrigation, planting and pavers

---

EXHIBIT "A"

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

EXHIBIT "B"

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

David Edminster

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

17031 W Nanette Street, Granada Hills, CA 91344.

(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and David Edminster (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Edminster Residence and located at the street address 17031 W Nanette Street, Los Angeles, California 91344, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On 3-10, 2010: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. _____ pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. _____-_____); or, (b) The Property was determined to be a Contributing Structure to the Balboa Highlands Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
   This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. **Renewal.**
   Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. **Standards for Historical Property.**
   During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. **Provision of Information of Compliance.**
Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. **Cancellation.**
City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. **Enforcement of Agreement**.
In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. **Binding Effect of Agreement.**
The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

8. **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.

To City:
Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:
Name David Edminster
Address 17031 W Nanette Street
Granada Hills, California 91344

9. **General Provisions.**
a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: _____
Owner Signature*

David Edminster 5/11/15 5/15/15
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On 05-15-2015 before me, BARBARA L. CLABBY, Notary Public
(insert name and title of the officer)

personally appeared DAVID Edminster,
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.

BARBARA L. CLABBY
Commission # 2083016
Notary Public - California
Los Angeles County
My Comm. Expires Oct 21, 2018

Signature Barbara L. Clabby (Seal)

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 17031 W Nannette Street, Granada Hills, California 91344

OWNER(S) OF PROPERTY: David Edminster

OWNER(S) MAILING ADDRESS: 17031 W Nannette Street, Granada Hills, California 91344

HOME TELEPHONE: _____ WORK TELEPHONE: (818) 406-1966

MOBILE TELEPHONE: (818) 544-3639 ALTERNATE TELEPHONE: _____

OWNER(S) EMAIL: davidedminster@hotmail.com ALTERNATE EMAIL: _____

PROPERTY INFORMATION

Legal Description: TRACT: TR 21545 BLOCK: None LOT: 49 ARB: None

Assessor Identification Number (AIN): 2602 - 018 - 039 COUNCIL DISTRICT NO.: 12

PROPERTY PURCHASE DATE: 10/28/2014 MOST RECENT ASSESSED VALUE: $761,000.00

OWNER OCCUPIED: (•) YES ( ) NO USE: (•) SINGLE-FAMILY DWELLING ( ) MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ( ) YES (•) NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? (•) YES ( ) NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ( ) YES (•) NO

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: _____

☒ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: Balboa Highlands HISTORIC PROPERTY NAME: Edminster Residence

ORIGINAL CONSTRUCTION DATE: 1964 ARCHITECT(S): Claude Oakland

ARCHITECTURAL STYLE: Mid Century Modern

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

_____ 5/11/15 _____ _____

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

David Edminster _____

PRINT NAME PRINT NAME

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 17031 W Nanette Street, Granada Hills, California 91344

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Sliding windows and doors

Cost $2,400.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Remove paint off of metal door and window frames/replace broken panes.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Interior Walls

Cost $5,700.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Painting all interior surfaces, rehabilitating ceiling finish.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Interior Wood Paneling

Cost $6,800.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Replace painted-over wood paneling with correct replacement mahogany.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Exterior wood siding and beams.

Cost $9,850.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Exterior grooved siding repair and exterior repaint.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 17031 W Nanette Street, Granada Hills, California 91344

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Driveway

Cost $2,900.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Replace cracked driveway with wood inserts as original.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Retaining wall

Cost $3,400.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Install new retaining wall with footings and drainage matching existing block.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Interior doors

Cost $2,585.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Remove, refinish, replace mahogany doors and install original type hardware.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Exterior planter

Cost $1,100.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Remove palm, rebuild broken planter with identical to existing masonry block.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 17031 W Nanette Street, Granada Hills, California 91344

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Electrical Systems

Cost $ 1340.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Rehabilitate electrical systems.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Interior flooring

Cost $ 5,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Replace interior flooring with original style materials.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Garage Door

Cost $ 1,700.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Replace garage door with original sliding type. Rebuild door frame.

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Roof

Cost $ 2,500.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Foam roof maintenance.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 17031 W Nanette Street, Granada Hills, California 91344

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Master Bathroom Plumbing

Cost $4,200.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: Rehabilitate plumbing including shower hot mop and fixture replacement.

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Exterior walls

Cost $2,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Paint touch-up, maintenance as necessary.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Windows

Cost $3,770.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Replace all window screens with original style.

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Exterior Planters/Fireplace

Cost $3,375.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2021

Description of work: Carefully remove old paint and refinish existing planters and fireplace chimney.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 17031 W Nanette Street, Granada Hills, California 91344

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Garage Doors

Cost $ 1250.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2021

Description of work: Maintain, adjust, touch-up garage doors.

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Guest Bathroom/Laundry Area

Cost $ 5,400.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2022

Description of work: Rehabilitate Guest Bath and Laundry area.

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Plumbing

Cost $ 3,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2023

Description of work: Check and maintain plumbing systems as needed.

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Roof

Cost $ 2,500.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2023

Description of work: Foam roof maintenance.

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 17031 W Nanette Street, Granada Hills, California 91344

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Back Yard Hardscape

Cost $ $5,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2024

Description of work: Rehabilitate concrete walkways, restore planters with correct masonry block.

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Garage Doors

Cost $ 1,250.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2025

Description of work: Maintain, adjust, touch-up garage doors.

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Windows

Cost $ 2,800.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2025

Description of work: Service all sliding windows/doors for continued smooth operation.

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Exterior walls

Cost $ 2,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2025

Description of work: Paint touch-up, maintenance as necessary.

EXHIBIT "A"

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

James Yunker

Suzanne Yousefzadeh,
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

1530 North Ogden Drive, Los Angeles CA 90046.
(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and James Yunker and Suzanne Yousefzadeh (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Bollman Residance and located at the street address 1530 North Ogden Drive, Los Angeles, California 90046, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On November 3rd, 1980: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. 235 pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. 80-3705); or, (b) The Property was determined to be a Contributing Structure to the _____ Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
   This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. **Renewal.**
   Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. **Standards for Historical Property.**
   During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. **Provision of Information of Compliance.**
Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. **Cancellation.**
City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. **Enforcement of Agreement.**
In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. Binding Effect of Agreement.

The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

8. 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.

To City:

Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:

Name: James Yunker and Suzanne Yousefzadeh

Address: 1530 North Ogden Drive, Los Angeles CA 90046

9. General Provisions.

a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: _____
Owner Signature*

James Yunker 5/19/15
Print Name Date

By: _____
Owner Signature*

Suzanne Yousefzadeh 05/19/15
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

CITY OF LOS ANGELES

CULTURAL HERITAGE COMMISSION APPLICATION FOR EXEMPTION FROM LIMITATION ON ELIGIBILITY FOR HISTORICAL PROPERTY CONTRACT

Los Angeles Administrative Code § 19.142 "Limitations on Eligibility" provides that:
...eligibility for Historical Property Contracts shall be limited... to buildings or structures with a pre-contract assessed valuation of $1,500,000 or less for Single-Family dwellings, and $3,000,000 or less for Multi-Family residential, commercial or industrial buildings, unless the individual property is granted an exemption from those limits by the Cultural Heritage Commission.

The Cultural Heritage Commission may grant exemption from the limitations imposed by this Section when:

(a) granting the exemption will assist in the preservation of a structure (including unusual and/or excessive maintenance requirements) that would otherwise be in danger of demolition, substantial alteration or relocation; and

(b) the structure is an exceptional Historic-Cultural Monument or Contributing Structure to an HPOZ; and

(c) granting the exemption will not cause the cumulative loss of property tax revenue to the City to exceed $2,000,000 annually.

1. **NAME:** James Yunker and Suzanne Yousefzadeh

2. **ADDRESS:** 1530 North Ogden Drive, Los Angeles CA 90046

3. **ADDRESS OF PROPERTY:** 1530 North Ogden Drive, Los Angeles CA 90046

4. **HISTORIC-CULTURAL MONUMENT NUMBER:** 235 **or HPOZ:** _____

5. **TAX ASSESSED VALUATION (Attach a copy of your most recent tax bill): $** $ 1,900,000.00

6. **EXEMPTION CRITERION:** Granting the exemption will assist in the preservation of a structure that would otherwise be in danger of demolition, substantial alteration or relocation. ***A Historic Structure Report prepared for the property is attached.***

I, James Yunker and Suzanne Yousefzadeh**, owner of the structure referenced above apply for exemption from the limitations contained in L.A.A.C. §19.142. I certify, under the penalty of perjury, that the information attached and provided above is accurate. Executed this** 19 th **day of** May**, 2015, at** Los Angeles**, California.**

James Yunker, Suzanne Yousefzadeh
Owner's Name (print or type)

Owners Signature

For Office Use Only

A) Cumulative loss of more than $2,000,000? _____
B) Exceptional HCM or HPOZ Contributing Structure? _____
C) Specific threat to resource? Complete HSR submitted? _____

Percent above limit _____ % Three criteria satisfied? _____ Initial_____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of LOS ANGELES)

On 05.20.15 before me, JASON MIRZA NOTARY PUBLIC
(insert name and title of the officer)

personally appeared JAMES YUNKER & SUZANNE YOOSEFZADEH
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.

JASON MIRZA
Commission # 1973615
Notary Public - California
Los Angeles County
My Comm. Expires Mar 30, 2016

Signature _____ **(Seal)**

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 1530 North Ogden Drive, Los Angeles CA 90046

OWNER(S) OF PROPERTY: James Yunker and Suzanne Yousefzadeh

OWNER(S) MAILING ADDRESS: 1530 North Ogden Drive, Los Angeles CA 90046

HOME TELEPHONE: (213) 359-5734 WORK TELEPHONE:

MOBILE TELEPHONE: (213) 359-5734 ALTERNATE TELEPHONE:

OWNER(S) EMAIL: james@yunker.ca ALTERNATE EMAIL:

PROPERTY INFORMATION

Legal Description: TRACT: 3817 BLOCK: LOT: 6 and 7 ARB:

Assessor Identification Number (AIN): 5551 - 021 - 005 COUNCIL DISTRICT NO.:

PROPERTY PURCHASE DATE: 7/16/2014 MOST RECENT ASSESSED VALUE: $1,900,000.00

OWNER OCCUPIED: (•) YES ( ) NO USE: (•) SINGLE-FAMILY DWELLING ( ) MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ( ) YES (•) NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? (•) YES ( ) NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ( ) YES (•) NO

HISTORICAL SIGNIFICANCE

[•] HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: 235 HCM NAME: The Bollman Residance

[ ] CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: HISTORIC PROPERTY NAME: The Bollman Residance

ORIGINAL CONSTRUCTION DATE: 1922 ARCHITECT(S): Frank Lloyd Wright Jr.

ARCHITECTURAL STYLE: Modern - Knit Block

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

	5/19/15		5/19/15
OWNER SIGNATURE	DATE	OWNER SIGNATURE	DATE
James Yunker		Suzanne Yousefzadeh	
PRINT NAME		PRINT NAME	

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1530 North Ogden Drive, Los Angeles, CA 90046

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☑ Maintenance ☐ Rehabilitation/Restoration ☑ Completed ☐ Proposed

Building Feature: Interior

Cost $ 20,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Complete Interior Painting of House

☐ Maintenance ☑ Rehabilitation/Restoration ☑ Completed ☐ Proposed

Building Feature: Interior

Cost $ 14,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Re-finished and replaced where need all Hardwood Flooring

---

☐ Maintenance ☑ Rehabilitation/Restoration ☑ Completed ☐ Proposed

Building Feature: Interior

Cost $ 2,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Concrete Slab located in Front Foyer Entrance Repair

---

☑ Maintenance ☐ Rehabilitation/Restoration ☑ Completed ☐ Proposed

Building Feature: Site

Cost $ 10,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Back Yard soft and hard landscaping

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1530 North Ogden Drive, Los Angeles, California, 90046

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Site

Cost $ 18,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Seperate planting features (i.e., soil, lawn) which are in contact with building. This includes lifting and placing hanging vines away from building on trellises.

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Building Facade - Concrete Block and Stucco

Cost $ 62,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: Repair areas of stucco scaling, cracking, and spalling of concrete block surfaces. Incl. repairs of patches as well as coating removal and reapplition.

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Building Facade - Windows and Doors

Cost $ 24,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Repair all areas of wood window deterioration and peeling paint. Replace all cracked window glass.

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Building Roof

Cost $ 45,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Provide limited roof repairs to membrane blistering including deterioration at roof drains. Repair roof flashings at transitions to stucco wall areas.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1530 North Ogden Drive, Los Angeles, CA 90046

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Site

Cost $ 20,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: HSR completed

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Interior

Cost $ 30,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Second Floor Bathroom requires investigation of leakage which could require a remodel.

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Site

Cost $ 25,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Front yard soft and hard landscaping to bring unity to the front yard as in the back yard

---

☒ Maintenance ☐ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: _____

Cost $ _____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1530 N. Ogden Drive

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Connection between first and second floor

Cost $ 3000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Conduct a study of seismic upgrades to the house and implement upgrades where needed, specifically bolting the second floor to the first

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Site

Cost $ 2000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: create a master landscape plan that identifies aspects of the historic landscape, study hydrology of the site, propose a plan that encompasses the entire site

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Electrical System

Cost $ 2000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Study deficiencies of the current electrical system and implement updates as needed to bring to current code

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Exterior and Interior Finishes

Cost $ 1000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Perform an analysis of the exterior and interior to determine the historic colors and finishes of the residence, ensure that OHR retains a copy of the results

EXHIBIT "A"

CITY OF LOS ANGELES

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

Phillis J. Ing, Revocable Living Trust

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

1017 South Orlando Avenue, Los Angeles, CA 90035.

(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and Phillis J. Ing, Revocable Living Trust (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the _____ and located at the street address 1017 S. Orlando Avenue, Los Angeles, California 90035, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On _____, _____: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. _____ pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. _____-_____); or, (b) The Property was determined to be a Contributing Structure to the South Carthay Circle Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
   This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. **Renewal.**
   Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. **Standards for Historical Property.**
   During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. Provision of Information of Compliance.

Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. Cancellation.

City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. Enforcement of Agreement.

In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. **Binding Effect of Agreement.**
The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

8. **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.

To City:
Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:
Name: Phillis J. Ing, Revocable Living Trust
Address: 1020 12th St. #402
Sacramento, California 95814

9. **General Provisions.**
a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: Phillis J. Ing, Revocable Living Trust
Owner Signature*

Phillis J. Ing Revocable Living Trust 5-6-2016
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of SACRAMENTO)

On MAY 6th 2015 before me, Jennifer Johnson, Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Phillis JACQUELYN ING
Name(s) of Signer(s)

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.

JENNIFER JOHNSON
Comm. #2029727
Notary Public · California
Sacramento County
Comm. Expires Jun 20, 2017

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 Jennifer Johnson Notary Public
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: HISTORICAL PROPERTY Contract Document Date: N/A
Number of Pages: 6 Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Phillis JACQUELYN ING	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☒ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing:	Signer Is Representing:

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CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 1017 South Orlando, Los Angeles, California 90035

OWNER(S) OF PROPERTY: Phillis J. Ing

OWNER(S) MAILING ADDRESS: 1020 12th Street #402, Sacramento, CA 95814

HOME TELEPHONE: (646) 330-8841 WORK TELEPHONE: (916) 525-2804

MOBILE TELEPHONE: (646) 330-8841 ALTERNATE TELEPHONE:

OWNER(S) EMAIL: phillis.ing@siemens.com ALTERNATE EMAIL: phillising@yahoo.com

PROPERTY INFORMATION

Legal Description: TRACT: 10756 BLOCK: LOT: 55 ARB:

Assessor Identification Number (AIN): 5087 - 006 - 005 COUNCIL DISTRICT NO.:

PROPERTY PURCHASE DATE: 9/19/2014 MOST RECENT ASSESSED VALUE: $347,119.00

OWNER OCCUPIED: ○ YES ◉ NO USE: ◉ SINGLE-FAMILY DWELLING ○ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ◉ YES ○ NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ◉ YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ◉ NO

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: HCM NAME:

◉ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: Carthay Circle HISTORIC PROPERTY NAME:

ORIGINAL CONSTRUCTION DATE: 1935 ARCHITECT(S): Ponte

ARCHITECTURAL STYLE: Spanish Colonial Revival

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

phillis ing Digitally signed by phillis ing DN: cn=phillis ing, c=US, email=phillis.ing@siemens.com Reason: I am approving this document Date: 2015.03.30 15:00:58 -07'00'

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Phillis J. Ing

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

REHABILITATION / RESTORATION / MAINTENANCE PLAN

PROPERTY ADDRESS: 1017 S. Orlando Avenue, Los Angeles, CA 90035

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: repair crack in chimney

Cost $ 10,850 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: please see attached quote

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: seismic retrofit, installation of Simpson plates

Cost $ $5500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: please see attached quote

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: exterior painting and removal of fence

Cost $ 5,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: paint exterior stucco walls including house and walls. Remove metal fence installed by previous owner

---

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: front and back landscaping and removal of large magnolia tree which is undermining foundation

Cost $25,000 (round to nearest dollar) Contract Year of Proposed Work Completion:

Description of work: install drip hose along side of house and plant drought tolerate plants, increase planting areas in the front of the house and relandscape back yard.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1017 S. Orlando Avenue, Los Angeles, CA 90035

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ☒Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Master Bathroom

Cost $ 40,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2024

Description of work: Master bathroom was remodel to accommodate wheel chair with new tile. The master bathroom will be remodeled to look like the original bathroom.

☐ Maintenance ☒ Rehabilitation/Restoration ☒Completed ☐ Proposed

Building Feature: installed new tankless water heater

Cost $ $3200 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: tankless water was not properly vented. I had to replace the unit

---

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐Proposed

Building Feature:

Cost $ (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work:

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature:

Cost _____ (round to nearest dollar) Contract Year of Proposed Work Completion:

Description of work:

EXHIBIT "A"

CITY OF LOS ANGELES

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

EXHIBIT "B"

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

Eshel Family Trust

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

1164 South Orlando Avenue, Los Angeles, CA 90035.

(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and Eshel Family Trust (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Hattie Huntington Residence and located at the street address 1164 S. Orlando Ave., Los Angeles, California 90035, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On March 28, 1984: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. _____ pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. 82-0491); or, (b) The Property was determined to be a Contributing Structure to the South Carthay Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. **Renewal.**
Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. **Standards for Historical Property.**
During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. **Provision of Information of Compliance.**
Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. **Cancellation.**
City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. **Enforcement of Agreement.**
In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. **Binding Effect of Agreement.**
The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

8. **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.

To City:
Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:
Name: Eshel Family Trust c/o Stephanie & David Eshel
Address: 1164 S. Orlando Ave.
Los Angeles, CA 90035

9. **General Provisions.**
a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: Stephanie Eshel
Owner Signature*

Stephanie Eshel 5/12/2015
Print Name Date

By: David Eshel
Owner Signature*

David Eshel 5/12/2015
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On May 12, 2015 before me, Rose Capco Llave - Notary Public
(insert name and title of the officer)

personally appeared Stephanie Eshy and David Eshy,
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.

ROSE CAPCO LLAVE
Commission # 2097853
Notary Public - California
Los Angeles County
My Comm. Expires Feb 20, 2018

Signature _____ (Seal)

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 1164 South Orlando Avenue, Los Angeles, CA 90035

OWNER(S) OF PROPERTY: Eshel Family Trust

OWNER(S) MAILING ADDRESS: 1164 South Orlando Avenue, Los Angeles, CA 90035

HOME TELEPHONE: (323) 272-3076 WORK TELEPHONE:

MOBILE TELEPHONE: (310) 770-5463 ALTERNATE TELEPHONE:

OWNER(S) EMAIL: stephanie.eshel@gmail.com ALTERNATE EMAIL:

PROPERTY INFORMATION

Legal Description: TRACT: TR 10756 BLOCK: None LOT: 4 ARB: None

Assessor Identification Number (AIN): 5087 - 009 - 002 COUNCIL DISTRICT NO.: 5

PROPERTY PURCHASE DATE: 12/19/2011 MOST RECENT ASSESSED VALUE: $1,149,208.00

OWNER OCCUPIED: (•) YES ( ) NO USE: (•) SINGLE-FAMILY DWELLING ( ) MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ( ) YES (•) NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? (•) YES ( ) NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ( ) YES (•) NO

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: HCM NAME:

☒ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: South Carthay HISTORIC PROPERTY NAME: Hattie Huntington Residence

ORIGINAL CONSTRUCTION DATE: 1937 ARCHITECT(S): Harry Hart, Contractor

ARCHITECTURAL STYLE: Minimal Traditional

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Stephanie Eshel 3/16/15 David Eshel 3/16/15

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Stephanie Eshel David Eshel

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1164 South Orlando Place, Los Angeles, CA 90035

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

■ Maintenance ☐ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Electric

Cost $25,364 (round to nearest dollar) Contract Year of Proposed Work Completion: 2012

Description of work: Electrical upgrade. New electical subpanel.

■ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Master bathroom

Cost $8,870 (round to nearest dollar) Contract Year of Proposed Work Completion: 2012

Description of work: Rehabilitation of master bathroom.

■ Maintenance ☐ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Foundation

Cost $10,780 (round to nearest dollar) Contract Year of Proposed Work Completion: 2012

Description of work: House bolting and earthquake retrofitting.

■ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Hardwood floors

Cost $5,815 (round to nearest dollar) Contract Year of Proposed Work Completion: 2012

Description of work: Rehabilitate/restore hardwod floors throughout home.

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☒ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Walls & ceilings

Cost $ 12,885 (round to nearest dollar) Contract Year of Proposed Work Completion: 2012

Description of work: Insulate walls & ceilings.

☒ Maintenance ☐ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Plumbing

Cost $ 10,274 (round to nearest dollar) Contract Year of Proposed Work Completion: 2012

Description of work: Re-plumb house.

☒ Maintenance ☐ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Environmental testing

Cost $ 945 (round to nearest dollar) Contract Year of Proposed Work Completion: 2013

Description of work: Environmental testing for toxins.

☒ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Permits

Cost $ 1,437 (round to nearest dollar) Contract Year of Proposed Work Completion: 2013

Description of work: Permits for preceding work.

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☒ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Drainage

Cost $2,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2013

Description of work: Rehabilitation of water collection line, from gutters, that transports water to street, that had become impacted by tree roots.

☒ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Roof

Cost $2,038 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Rehabilitate roof.

☒ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Windows

Cost $8,405 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Replaced deteriorated windows with in-kind replications.

☒ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Miscellaneous carpentry

Cost $2,200 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Small carpentry projects to rehabilitate this and that around the home.

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☒ Maintenance ☐ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: HVAC

Cost $ 10,271 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Upgrade inefficient, old HVAC system.

☒ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Exterior lighting

Cost $ 820 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Rehabilitate and upgrade exterior lighting system.

☒ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Landscape

Cost $ 15,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Retain historic elements of front/side yard. Add permeable surfaces and drought tolerant plants. Give rear yard entertainment friendly hard-/landscape.

☒ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Gutters & skylight

Cost $ 3,050 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Rehabilitate gutters and skylight.

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☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Driveway & courtyard

Cost $ 10,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Rehabilitate/replicate portions of driveway/courtyard.

■ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Chimney

Cost $ 10,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: Rehabilitate chimney.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Entry porch

Cost $ 5,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Rehabilitate entry porch.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Leaded art glass window

Cost $ 1,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Rehabilitate leaded art glass window.

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☒ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Garage

Cost $5,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2021

Description of work: Rehabilitate garage.

☒ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Interior and exterior surfaces

Cost $5,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2021

Description of work: Re-paint interior surfaces; exterior surface touchups.

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Entry porch

Cost $4,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2022

Description of work: Rehabilitate entry porch.

☒ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Lath & plaster

Cost $10,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2023

Description of work: Rehabilitate interior lath & plaster

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☒ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Door & windows

Cost $ 10,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2024

Description of work: Replace non-period door and windows with replications of originals.

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Driveway

Cost $ 17,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2025

Description of work: Driveway is deteriorated. Replace driveway in-kind.

☒ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Roof

Cost $ 20,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2025

Description of work: Replace original roof.

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $ _____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

EXHIBIT "A"

CITY OF LOS ANGELES

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

Alexandra S. Mayer and Michael Mayer,

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

1709 South Oxford Avenue.

(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and Alexandra S. Mayer and Michael Mayer (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the contributing property and located at the street address 1709 South Oxford Avenue, Los Angeles, California 90006, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On N/A, N/A: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. N/A pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. N/A-N/A); or, (b) The Property was determined to be a Contributing Structure to the Harvard Heights Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
   This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. **Renewal.**
   Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. **Standards for Historical Property.**
   During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. **Provision of Information of Compliance.**
Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. **Cancellation.**
City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. **Enforcement of Agreement**.
In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. **Binding Effect of Agreement.**
The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

8. **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.

To City:
Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:
Name: Alexandra S. Mayer and Michael Mayer
Address: 1709 South Oxford Avenue
Los Angeles, CA 90006

9. **General Provisions.**
   a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: _____
Owner Signature*

Alexandra S. Mayer 5/15/15
Print Name Date

By: _____
Owner Signature*

Michael Mayer 5/15/15
Print Name Date

By: _____
Owner Signature*

N/A N/A
Print Name Date

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On 05-15-2015 before me, Syed Reza Quli, A Notary Public
(insert name and title of the officer)

personally appeared Alexandra S. Mayer, Michael Mayer,
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.

SYED REZA QULI
Commission # 2011548
Notary Public - California
Los Angeles County
My Comm. Expires Mar 11, 2017

Signature _____ **(Seal)**

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 1709 S. Oxford Ave. Los Angeles, CA 90006

OWNER(S) OF PROPERTY: Alexandra Stearns Mayer and Michael Mayer

OWNER(S) MAILING ADDRESS: (same)

HOME TELEPHONE: _____ WORK TELEPHONE: _____

MOBILE TELEPHONE: (323) 646-7182 ALTERNATE TELEPHONE: (310) 849-9571

OWNER(S) EMAIL: mike.mayer@me.com ALTERNATE EMAIL: sashasmayer@gmail.com

PROPERTY INFORMATION

Legal Description: TRACT: Harvard Heights BLOCK: J LOT: 17 ARB: _____

Assessor Identification Number (AIN): 5074 - 014 - 004 COUNCIL DISTRICT NO.: 10

PROPERTY PURCHASE DATE: 03/04/2014 MOST RECENT ASSESSED VALUE: 510,000

OWNER OCCUPIED: ● YES NO USE: ● SINGLE-FAMILY DWELLING MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? YES ● NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ● YES NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? YES ● NO

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: _____

☑ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: Harvard Heights HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1903 ARCHITECT(S): _____

ARCHITECTURAL STYLE: Craftsman

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

3/20/15 3/20/15

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Michael Mayer Alexandra S Mayer

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1709 South Oxford Avenue

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Foundation (1st Half) and Seismic Retrofit

Cost $ 17,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Replaced half of brick foundation, replaced 4x4 girders with 4x6, leveled interior walls and floors, bolted house to foundation.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Termite Tenting and subterranean treatment

Cost $ 2,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work:

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Repair damage from previous tenants

Cost $ 8,300 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Replace broken toilets, sinks, countertops, fans. Replace 17 broken window panes, etc.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Patch roof and reflash skylight

Cost $ 600 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work:

EXHIBIT "A"

CITY OF LOS ANGELES

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☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Repair downstairs heater and ducts

Cost $ 900 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work:

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Repair cabinets, drawers, and windows

Cost $ 2,300 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Unstick, balance, repair to normal function.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Clean, degrease, remove odors and haul away refuse

Cost $ 1,800 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work:

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Refinish wood floors

Cost $ 5,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Replace damaged slats. Sand and stain entire floor.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

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☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Paint Interior

Cost $ 11,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Repair walls and woodworking

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Landscaping

Cost $ 2,400 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Remove refuse and dead plants, add grass, plants,

automatic sprinkler system

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Repair broken sewer line under driveway

Cost $ 950 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work:

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Lightly remodel kitchen and upstairs east bathroom

Cost $ 5,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Replace appliances, add built in bench, beadboard, shower assembly

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1709 South Oxford Avenue

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☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Repair foundation under kitchen

Cost $ 2,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Repair cripple wall and add girder under kitchen

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☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Add water shut off valve

Cost $ 1,100 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Currently there is no water shutoff valve accessible.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Repair broken outlets in back of house

Cost $ 450 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work:

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Replace broken faucet in downstairs bathroom

Cost $ 350 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work:

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

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☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Replace rotted railing on upstairs back deck

Cost $ 500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work:

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Repair and add door hardware throughout house

Cost $ 750 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: including pocket French doors, locks on doors, doorbell

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☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Conduct energy audit of house and insulate

Cost $ 3,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Insulation, weatherstrip windows and doors

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☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Install missing floor trim throughout downstairs

Cost $ 900 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work:

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

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☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Replace chain link gate to backyard with wood gate

Cost $ 4,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work:

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Repoint brick fireplace and repair gas line

Cost $ 1,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work:

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Install Central Air to remove window AC units

Cost $ 8,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Includes updating breaker box

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Landscape to hide unsightly chain link fence on South side of property

Cost $ 3,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work:

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1709 South Oxford Avenue

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☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Replace water heater

Cost $ 1,200 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work:

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Replace bathroom floor tiles throughout house

Cost $ 3,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work:

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Replace Roof and add gutters

Cost $ 19,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work:

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Repair remaining double hung and casement windows

Cost $ 2,400 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Replace/Balance weights and ropes. Repaint

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1709 South Oxford Avenue

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☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Repaint exterior and remove texturizer

Cost $ 16,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Carefully remove texturizer material from wood shingles and wood slats, repair and replace wood, and repaint

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Replace condemned upstairs heater

Cost $ 4,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work:

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Replace concrete driveway

Cost $ 6,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2021

Description of work: Driveway is damaged and cracked

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Replace sewer line to street

Cost $ 2,400 (round to nearest dollar) Contract Year of Proposed Work Completion: 2021

Description of work: (do this at same time as driveway replacement)

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

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■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Maintain landscaping and exterior (annual)

Cost $ 1,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Trim trees, maintain plants and grass, repair and maintain walkways.

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Reseal back deck (annual)

Cost $ 1,100 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work:

■ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Maintain house systems (annual)

Cost $ 900 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Test and clean appliances, heater, water heater, dryer vent, Replace filters, replace caulk and grout

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☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Foundation (2nd Half)

Cost $ 2,400 (round to nearest dollar) Contract Year of Proposed Work Completion: 2025(?)

Description of work: Replace the remaining half of the brick foundation (if funds are ever available).

EXHIBIT "A"

CITY OF LOS ANGELES

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

EXHIBIT "B"

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

Urban Foresight, LLC

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

819 S. Santee Street.

(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and Urban Foresight, LLC (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Maxfield Building and located at the street address 819 S. Santee Street, Los Angeles, California 90014, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On TBD, TBD: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. TBD pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. TBD-TBD); or, (b) The Property was determined to be a Contributing Structure to the N/A Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
   This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. **Renewal.**
   Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. **Standards for Historical Property.**
   During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. **Provision of Information of Compliance.**
Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. **Cancellation.**
City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. **Enforcement of Agreement**.
In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. **Binding Effect of Agreement.**
The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

8. **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.

To City:
Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:
Name: Urban Foresight, LLC
Address: 2980 Beverly Glen Circle, #300
Los Angeles, CA 90077

9. **General Provisions.**
   a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: _____
Owner Signature*

Katy Saudoff 5/6/2015
Print Name Manager for Urban Foresight, LLC Date

By: _____
Owner Signature*

_____
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

201212910245

LLC-1 File # _____

State of California
Secretary of State

Limited Liability Company
Articles of Organization

A $70.00 filing fee must accompany this form.

Important – Read instructions before completing this form.

ENDORSED - FILED
In the office of the Secretary of State
of the State of California

MAY 07 2012

This Space For Filing Use Only

Entity Name (End the name with the words "Limited Liability Company," or the abbreviations "LLC" or "L.L.C." The words "Limited" and "Company" may be abbreviated to "Ltd." and "Co.," respectively.)

1. NAME OF LIMITED LIABILITY COMPANY

URBAN FORESIGHT, LLC

Purpose (The following statement is required by statute and should not be altered.)

2. THE PURPOSE OF THE LIMITED LIABILITY COMPANY IS TO ENGAGE IN ANY LAWFUL ACT OR ACTIVITY FOR WHICH A LIMITED LIABILITY COMPANY MAY BE ORGANIZED UNDER THE BEVERLY-KILLEA LIMITED LIABILITY COMPANY ACT.

Initial Agent for Service of Process (If the agent is an individual, the agent must reside in California and both Items 3 and 4 must be completed. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 3 must be completed (leave Item 4 blank).

3. NAME OF INITIAL AGENT FOR SERVICE OF PROCESS

Michael S. Ackerman, Esq.

4. IF AN INDIVIDUAL, ADDRESS OF INITIAL AGENT FOR SERVICE OF PROCESS IN CALIFORNIA | CITY | STATE | ZIP CODE

10960 Wilshire Boulevard, Suite 1225 | Los Angeles, | CA | 90024

Management (Check only one)

5. THE LIMITED LIABILITY COMPANY WILL BE MANAGED BY:

- [x] ONE MANAGER
- [ ] MORE THAN ONE MANAGER
- [ ] ALL LIMITED LIABILITY COMPANY MEMBER(S)

Additional Information

6. ADDITIONAL INFORMATION SET FORTH ON THE ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE A PART OF THIS CERTIFICATE.

Execution

7. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.

May 7, 2012
DATE

Michael S. Ackerman
SIGNATURE OF ORGANIZER

Michael S. Ackerman
TYPE OR PRINT NAME OF ORGANIZER

I hereby certify that the foregoing transcript of 1 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

MAY 08 2012

Date:

Debra Bowen

DEBRA BOWEN, Secretary of State

ASSIGNMENT AND ASSUMPTION OF LLC MEMBERSHIP INTEREST

THIS ASSIGNMENT AND ASSUMPTION OF LLC MEMBERSHIP INTEREST ("Assignment") is dated as of November 5, 2012, by and between, **PEAK 1031 EXCHANGE, INC,** a California corporation ("Assignor") and **THE CAPITAL FORESIGHT LIMITED PARTNERSHIP,** a Nevada limited liability company ("Assignee"), with reference to the following facts:

RECITALS

A. Assignor is the sole Member in Urban Foresight LLC, a California limited liability company (the "Company"). The affairs of the Company are governed by that certain Limited Liability Company Agreement dated May 9, 2012 (the "LLC Agreement").

B. Assignor desires to assign its Percentage Interest to Assignee, and Assignee desires to assume all of Assignor's obligations under the LLC Agreement.

C. Eli Tene is the sole Manger of the Company. Eli Tene desires to resign as Manager and the Company desires to appoint Naty Saidoff as the new sole Manager of the Company.

D. Any initially capitalized terms not otherwise defined herein, shall have the same meaning as provided therefor in the LLC Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

AGREEMENT

1. Assignment. Assignor hereby assigns transfers and conveys to Assignee, Assignor's Percentage Interest in the Company, and all of Assignor's right, title and interest in and to the Company.

2. Assumption. Assignee hereby agrees to and does accept the assignment of Assignor's Percentage Interest in the Company and, in addition, expressly assumes and agrees to keep, perform and fulfill, from and after the date hereof, all of the terms, covenants, conditions and obligations required to be kept, performed and fulfilled by Assignor under the LLC Agreement.

3. Resignation and Appointment of Manager. Eli Tene hereby resigns as Manager of the Company and the Company hereby appoints Naty Saidoff as the new Manager.

4. Counterparts. This Assignment may be executed in any number of counterparts, all of which taken together shall constitute one instrument. This Agreement may be executed by e-mail or facsimile transmission with all such counterparts constituting a single instrument and with any e-mail or facsimile signature having the same force and effect as an "ink original".

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first set forth above.

ASSIGNOR:

PEAK 1031 EXCHANGE, INC,
a California corporation

By: _____
Eli Tene, President

ASSIGNEE:

THE CAPITAL FORESIGHT LIMITED PARTNERSHIP, a Nevada limited partnership

By: Saidoff Foresight, L.P.
a Nevada limited partnership,
General Partner

By: Naty Saidoff, LLC,
a Nevada limited liability company,
General Partner

By: _____
Naty Saidoff,
Manager

WITHDRAWING MANAGER:

_____
ELI TENE

NEW MANAGER:

_____
NATY SAIDOFF

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first set forth above.

ASSIGNOR:

PEAK 1031 EXCHANGE, INC,
a California corporation

By: _____
Eli Tene, President

ASSIGNEE:

THE CAPITAL FORESIGHT LIMITED PARTNERSHIP, a Nevada limited partnership

By: Saidoff Foresight, L.P.
a Nevada limited partnership,
General Partner

By: Naty Saidoff, LLC,
a Nevada limited liability company,
General Partner

By: _____
Naty Saidoff,
Manager

WITHDRAWING MANAGER:

_____
ELI TENE

NEW MANAGER:

_____
NATY SAIDOFF

OPERATING AGREEMENT OF
URBAN FORESIGHT, LLC

THIS OPERATING AGREEMENT ("Agreement") of URBAN FORESIGHT, LLC, a California limited liability company ("Company") is entered into as of May 9, 2012, by and between the Company and PEAK 1031 EXCHANGE, INC., a California corporation ("Member").

On May 7, 2012, Articles of Organization for Company, a limited liability company under the laws of the State of California, were filed with the California Secretary of State. The Member hereby forms a limited liability company pursuant to and in accordance with the Beverly-Killea Limited Liability Company Act (California Corporations Code Sections 17100-17655), as amended from time to time ("Act"), and agrees as follows:

1. Name. The name of the limited liability company formed is URBAN FORESIGHT, LLC.

2. Purpose. The Company's business and purpose shall consist solely of the following:

a. To purchase, own, manage and sell an undivided interest in the property commonly known as 837-843 Traction Avenue, Los Angeles, California 90013 (collectively, the "Property").

b. To engage in such other lawful activities permitted to limited liability companies by the applicable laws and statutes for such entities of the State of California as are incidental, necessary or appropriate to the foregoing.

3. Principal Place of Business and Office of the Company. The principal place of business and office of the Company shall be located at 5900 Canoga Avenue, Suite 250, Woodland Hills, California 91367, or such other place or places as the Member may from time to time designate. The Company may maintain such other offices as the Member deems advisable.

4. Member. The name and address of the Member is as follows:

PEAK 1031 EXCHANGE, INC.
5900 Canoga Avenue, Ste. 250
Woodland Hills, California 91367

5. Articles of Organization. MICHAEL S. ACKERMAN has caused Articles of Organization to be filed with the California Secretary of State, and has, concurrently with the execution of this Agreement, resigned as the Organizer of the Company and appointed PEAK 1031 EXCHANGE, INC. as the initial and sole Member of Company.

6. Powers. The management of the Company shall be vested in the Member. The Member shall have full, exclusive, and complete discretion to manage and control the business and affairs of the Company; to make all decisions affecting the business and affairs of the Company; and to take all such actions as it deems necessary or appropriate to accomplish the purpose of the Company as set forth in this Agreement.

The Member may appoint the Member and/or one or more non-Members as a Manager or co-Managers of the Company on such terms and conditions as the Member and such Manager may agree.

The Member or the appointed non-Member Manager is designated as an authorized person, within the meaning of the Act, to execute, deliver, and file all certificates required or permitted by the Act to be filed in the office of the California Secretary of State.

7. Manager. ELI TENE is hereby appointed as the Manager of the Company.

8. Management. The day-to-day affairs of the Company shall be managed by the Manager. Notwithstanding Section 6, if a Manager is appointed, decisions concerning the management of the Company's business, including expenditures, commitments, or agreements, shall be made by the Manager.

9. Title to Assets. All property owned by the Company shall be owned by the Company as an entity and, insofar as permitted by applicable law, no Member or Manager shall have any ownership interest in any company property in its individual name or right and, each membership or other ownership interest in the Company shall be personal property for all purposes.

10. Banking. All funds of the Company shall be deposited in one or more accounts with one or more recognized financial institutions in the name of the Company, at such locations as shall be determined by the Manager. Withdrawal from such accounts shall require the signature of the Manager. If the Manager is a corporation, the signature of its President and/or Secretary on behalf of the corporation shall be binding on the Company.

11. Execution. All documents executed by the Company, including, but not limited to, deeds, promissory notes, leases, contracts, and deeds of trust, as well as a Tenancy in Common Agreement with co-owners of the Property, shall require only the signature of the Manager. If the Manager is a corporation, the signature of its President and/or Secretary on behalf of the corporation shall be binding on the Company.

12. Accounts and Records. Complete books of account of the Company's business, in which each Company transaction shall be fully and accurately entered, shall be kept at the Company's principal executive office and shall be open to inspection and copying by the Member. A balance sheet and income statement of

the Company shall be prepared promptly following the close of each fiscal year in a manner appropriate to and adequate for the Company's business and for carrying out the provisions of this Agreement. The fiscal year of the Company shall be January 1 through December 31.

13. Separateness Provisions. The Company shall:

a. Maintain books and records and bank accounts separate from those of any other person;

b. Maintain its assets in its own name and in such a manner that it is not costly or difficult to segregate, identify or ascertain such assets;

c. Hold itself out to creditors and the public as a legal entity separate and distinct from any other entity;

d. Prepare separate tax returns and financial statements and not permit its assets to be listed as assets on the financial statements of any other entity, or if part of a consolidated group, then it will be shown as a separate member of such group;

e. Pay its own liabilities only out of its own funds;

14. Capital Contributions; Percentage Interest. The Member has contributed the Property as its initial capital of the Company. The Member shall own one hundred percent (100%) of the limited liability company interest in the Company ("Percentage Interest").

15. Additional Contributions. The Member shall make additional capital contributions to the Company as required from time to time.

16. Allocation of Profits and Losses. All of the Company's profits and losses shall be allocated to the Member.

17. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Manager or the Member, so long as adequate reserves are retained by the Company as are reasonably necessary for the operations of the Company.

18. Tax Classification and Returns.

a. The Member acknowledges that at any time during which two or more persons or entities hold interests in the Company, it is the intent of the Member that the Company shall always be operated in a manner consistent with its treatment as a "partnership" for income and franchise tax purposes. In accordance therewith, the Company shall, as necessary, elect to be treated as a partnership for such purposes and shall not revoke or otherwise change this election without the consent of the Members

holding a majority of ownership interest in Company. Until that time, however, it is the intention of the Member that the Company be disregarded for federal and all relevant state tax purposes and that the activities of the Company be deemed to be activities of the Member only for such purposes. All provisions of the Company's Articles of Organization and this Agreement are to be construed so as to preserve that tax status under those circumstances.

b. In the event that the Company is treated as a partnership for tax purposes in accordance with Section 18.a, above, then within ninety (90) days after the end of each fiscal year, the Company will cause to be delivered to each person who was a Member at any time during such fiscal year a Form K-1 and such other information, if any, with respect to the Company as may be necessary for the preparation of each member's federal, state or local income tax (or information) returns, including a statement showing each Member's share of income, gain or loss, and credits for the fiscal year.

19. Liquidation. On the dissolution of the Company, the Company shall engage in no further business other than that necessary to wind up the business and affairs of the Company. The Member shall wind up the affairs of the Company and give written notice of the commencement of winding up by mail to all known creditors and claimants against the Company whose addresses appear in the records of the Company. After paying or adequately providing for the payment of all known debts of the Company (except debts owing to the Member), the remaining assets of the Company shall be distributed or applied in the following order of priority:

a. To pay the expenses of liquidation.

b. To repay outstanding loans to the Member.

c. To the Member.

20. Assignments. The Member may assign, in whole or in part, its Percentage Interest at any time.

21. Resignation. The Member may resign from the Company only on the dissolution and winding up of the Company or on the admission of another Member into the Company.

22. Admission of Additional Members. One or more additional Members may be admitted to the Company with the consent of the Member, and upon agreeing in writing to be bound by the terms of this Agreement.

23. Liability of Member. The Member shall not have any liability for the obligations or liabilities of the Company except as provided in the Act.

24. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California, and all rights and remedies shall be governed by said laws.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Operating Agreement as of the date first above written.

MANAGER:

ELI TENE

MEMBER:

PEAK 1031 EXCHANGE, INC., a California corporation

By: _____
Name: ELI TENE
Title: MANAGER

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On May 6, 2015 before me, Lauren Attar, a Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Naty Saiduff
Name(s) of Signer(s)

,

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.

LAUREN ATTAR
Commission # 2006949
Notary Public - California
Los Angeles County
My Comm. Expires Feb 10, 2017

Signature Lauren Attar
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 819 S. Santee Street

OWNER(S) OF PROPERTY: Urban Foresight, LLC

OWNER(S) MAILING ADDRESS: 2980 Beverly Glen Circle, #300

HOME TELEPHONE: _____ WORK TELEPHONE: (310) 234-9598

MOBILE TELEPHONE: _____ ALTERNATE TELEPHONE: _____

OWNER(S) EMAIL: naty@capitalforesight.com ALTERNATE EMAIL: _____

PROPERTY INFORMATION

Legal Description: TRACT: Botiller Tract BLOCK: None LOT: 1 ARB: None

Assessor Identification Number (AIN): 5145 - 013 - 005 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: 11/16/2012 MOST RECENT ASSESSED VALUE: $6,228,148.00

OWNER OCCUPIED: ○ YES ◉ NO USE: ○ SINGLE-FAMILY DWELLING ◉ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ○ YES ◉ NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ◉ YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ◉ NO

HISTORICAL SIGNIFICANCE

☑ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: Maxfield Building

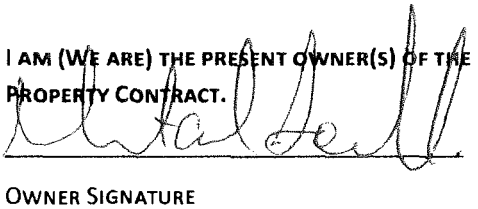
☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1925 ARCHITECT(S): John Montgomery Cooper

ARCHITECTURAL STYLE: Art Deco

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.



3/27/2015

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Naty Saidoff

PRINT NAME PRINT NAME

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 819 S. Santee Street, Los Angeles, CA 90014

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Structure

Cost $420,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Construct new reinforced concrete shear walls at minimally visible locations, avoiding window openings.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Mechanical System

Cost $450,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Replace mechanical system; roof- mounted mechanically equipment will not be visible from street.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Electrical System

Cost $480,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Replace electrical system; new solar panels will lay flat on roof and not be visible from street.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Plumbing System

Cost $560,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Replace plumbing system.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 819 S. Santee Street, Los Angeles, CA 90014

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Elevators

Cost $ 30,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Replace elevator cabs.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Exterior - Concrete

Cost $ 15,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Rehabilitate and repaint exterior concrete. Where repair is necessary, exactly match texture of adjacent material.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Exterior - Storefronts (first floor and mezzanine at east façade)

Cost $ 45,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Redesign altered storefronts to better reference historic appearance, based on documentary and physical evidence.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Exterior - Painted Signage (north, south, and west elevations)

Cost $ 18,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Install new painted signage referencing historic painted signage.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 819 S. Santee Street, Los Angeles, CA 90014

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Windows

Cost $350,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Rehabilitate original steel- and wood-sash windows. Retain and repair frames, replace glazing with Low-E, referencing historic fogged and clear glass pattern.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Roofing

Cost $20,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Replace roofing with new torch down modified cap sheet.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Rooftop Sign

Cost $6,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Replace deteriorated rooftop sign structure. Salvage, rehabilitate, relamp, and reinstall original letters.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Main Lobby

Cost $52,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Rehabilitate main lobby. Remove incompatible alterations, and retain and repair early plaster and marble finishes. New finishes will match existing.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 819 S. Santee Street, Los Angeles, CA 90014

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Upper Floor Interiors

Cost $22,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Rehabilitate upper floor interiors. Retain and repair early concrete and marble finishes. Construct new corridors referencing typical historic circulation patterns

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Unit Doors

Cost $120,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Repair and reuse early unit doors to the greatest extent feasible. Install new unit doors inspired by designs of typical early doors, where necessary.

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Interior

Cost $75,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Maintain interior spaces, including painting walls and ceilings; refinishing floors, servicing HVAC and replacing light fixtures, where necessary.

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Rooftop Decks

Cost $20,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Recoat rooftop decks.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 819 S. Santee Street, Los Angeles, CA 90014

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Windows

Cost $ 75,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2025

Description of work: Replace sealant.

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Fire Escapes

Cost $ 15,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2025

Description of work: Repaint fire escapes.

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Unit Doors

Cost $ 35,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2025

Description of work: Refinish wood.

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $ _____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

EXHIBIT "A"

CITY OF LOS ANGELES

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

EXHIBIT "B"

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

PAUL THOMAS WANG REVOCABLE TRUST

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

1352 NORTH SPAULDING AVENUE.
(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and PAUL THOMAS WANG REVOCABLE TRUST (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the contributing property and located at the street address 1352 N. SPAULDING AVE., Los Angeles, California 90046, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On NA, NA: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. NA pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. NA-NA); or, (b) The Property was determined to be a Contributing Structure to the SPAULDING SQUARE Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
   This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. **Renewal.**
   Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. **Standards for Historical Property.**
   During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. **Provision of Information of Compliance.**
Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. **Cancellation.**
City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. **Enforcement of Agreement**.
In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. **Binding Effect of Agreement.**
The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

8. **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.

To City:
Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:
Name PAUL T. WANG
Address 1352 N. SPAULDING AVENUE
LOS ANGELES, CA 90046

9. **General Provisions.**
a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: _____
Owner Signature*

PAUL T. WANG 5/6/15
Print Name Date
Trustee of the Paul Thomas Wang Revocable Trust

By: _____
Owner Signature*

_____
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

PAUL THOMAS WANG REVOCABLE TRUST

ARTICLE ONE

This trust agreement, executed April 14, 2011 is between PAUL THOMAS WANG, as Settlor and PAUL THOMAS WANG as Trustee. The Settlor has transferred or will transfer property to the Trustee, which shall be held, in trust, on the terms set forth in this agreement.

ARTICLE TWO

A. Property subject to this instrument is referred to as the Trust Estate and shall be held, administered, and distributed in accordance with this instrument.
B. Other property acceptable to the Trustee may be added to the Trust Estate by any person, by the Will of the Settlor, by the proceeds of any life insurance or otherwise.
C. All the property in this trust is the separate property of the Settlor and there is no community, domestic partner, or marital property interest in the Trust Estate.

ARTICLE THREE

A. While living the Settlor reserves the right to amend or revoke this trust, in whole or in part, to withdraw property from it, and to make gifts from it at any time or times during the Settlor's lifetime.
B. On the death of the Settlor the trust created by this Declaration shall become irrevocable and not subject to amendment.
C. In this instrument, the terms "incompetent" and "disabled" shall refer to a physical or mental inability to carry out one's usual business affairs, whether or not such person is legally determined to be incompetent or in need of a Conservator. To prove a change of Trustee based on incapacity, a Successor Trustee may rely upon a written declaration to determine the incompetence of the Settlor made by, in order of priority, 1) BETTY WANG, or 2) PETER JACK WANG.

Any action taken by a Successor Trustee pursuant to such declaration shall be binding on all persons interested in the trust. No statement of incapacity from any physician shall be required to prove a change of Trustee as it is the Settlor's specific intention that physicians and courts not be involved in the determination of incapacity for any purpose. No third party shall incur any liability for relying on such declaration to prove a change of Trustee.

ARTICLE FOUR

During the life of the Settlor, the Trustee shall pay to or apply for the benefit of the Settlor at least annually all of the net income of the Trust Estate. If the Trustee considers the net income insufficient, the Trustee shall pay to the Settlor as much of the principal of the Trust Estate as is necessary, in the Trustee's discretion, for the Settlor's proper health, support, maintenance, comfort and welfare.

The Settlor directs the Trustee, to the extent practical, to exercise discretion to enable the Settlor to live at home and in familiar circumstances if the Settlor wishes and is reasonably able to do so with nursing, household and other assistance even if the costs of being cared for at home may exceed the cost of care at a health-care institution, or the like.

ARTICLE FIVE

On the death of the Settlor, the Trustee, in the Trustee's discretion, shall pay out of the Trust Estate debts of the Settlor, and estate and inheritance taxes, including interest and penalties arising because of the Settlor's death, the last illness and funeral expenses of the Settlor, attorney's fees, and other costs incurred in administering the Settlor's Trust, probate estate, or the unsupervised administration of the Settlor's assets. These payments shall be paid from the portion of the Trust Estate described in Article Six without charge against any beneficiary of the Trust Estate.

ARTICLE SIX

A. Upon the death of the Settlor, PAUL THOMAS WANG, the Trustee, after making payments provided in Article Five, shall distribute the residue of the Trust Estate, free of trust, to the following beneficiaries in the percentages stated:

One-Hundred Percent (100%) to the Settlor's mother BETTY WANG.

If any of the above beneficiaries do not survive the Settlor by 30 days then the share that the beneficiary would have taken shall be divided among the surviving beneficiaries named in this section in proportion to their respective shares.

If the Settlor is not survived by any of the above beneficiaries, then the residue of the Trust Estate shall be distributed, free of trust, to the following beneficiaries in the percentages stated:

One-Hundred Percent (100%) to the Settlor's father PETER JACK WANG.

B. If there are any beneficiaries, who are under the age of 30 at the time they become entitled to a share of the Trust Estate, the Trustee shall retain their share in trust and pay to or apply for the benefit of the beneficiary, as much of the net income and principal of the trust share as the

Trustee in the Trustee's discretion considers necessary for the beneficiary's proper support, health, maintenance, and education at an accredited academic institution, considering to the extent the Trustee considers advisable any other income or resources known to the Trustee for that beneficiary.

When the beneficiary has attained the age of 30, the Trustee shall distribute the remaining assets of the trust share, free of trust, to the beneficiary.

ARTICLE SEVEN

A. If the individual Trustee named in Article One, PAUL THOMAS WANG, shall for any reason cease to act or be incompetent to act, then there shall be one Trustee who shall be, in order of priority, 1) BETTY WANG or 2) PETER JACK WANG.
B. Any Trustee appointed as provided in this Declaration shall on appointment being made, immediately succeed to all title of the Trustee to the Trust Estate and to all powers, rights, discretions, obligations, and immunities of the Trustee under this Declaration with the same effect as though such successor were originally named as Trustee in this Declaration.
C. Any Trustee may resign without need of court approval by giving written notice to a Trustee who accepts the trust. A Trustee may be selected by a resigning Trustee if the Settlor has not provided for one in this declaration. Under no circumstances shall a corporate Trustee serve as Trustee of any trust created under this instrument. A Trustee shall not be removed as a Trustee solely because they are also a beneficiary.
D. No bond shall be required of any person named in this instrument as Trustee, or of any person appointed as the Trustee in the manner specified here, for the faithful performance of his or her duties as Trustee.

ARTICLE EIGHT

In order to carry out the provisions of the Trusts created by this instrument, the Trustee shall have these powers in addition to those now or hereafter conferred by law:

(1) The Trustee may, in the Trustee's discretion, invest and reinvest trust funds in every kind of property (real, personal, or mixed) and every kind of investment, specifically including, but not limited to, corporate obligations of every kind; preferred or common stocks; shares of investment trusts, investment companies, and mutual funds; life insurance policies; notes, real estate, bonds, debentures, mortgages, deeds of trust, mortgage participations, market funds and index funds appropriate under the then prevailing circumstances (specifically including, but not limited to, the factors set out in probate Code section 16047(c)):

a. General economic conditions.
b. The possible effect of inflation or deflation.
c. The expected tax consequences of investment decisions or strategies

d. The role that each investment or course of action plays within the overall trust portfolio.
e. The expected total return from income and the appreciation of capital.
f. Other resources of the beneficiaries known to the Trustee as determined from information provided by the beneficiaries.
g. Needs for liquidity, regularity of income, and preservation or appreciation of capital.
h. An asset's special relationship or special value, if any, to the purposes of the trust or to one or more of the beneficiaries.

In so doing, the Trustee shall exercise care, skill, and caution to attain the Settlor's goals under this instrument.

The Trustee shall consider individual investments as part of an overall investment strategy having risk and return objectives reasonably suited to the purposes of the trust. The Trustee's investments may include stock in any entity owned by the Trustee or membership in any limited liability company or limited liability partnership of which the Trustee is a member or partner.

The Trustee shall also have the power to establish and maintain margin accounts and to buy or sell options but only when the Settlor is acting as Trustee.
(2) To continue to hold any property and to operate at the risk of the Trust Estate any business that the Trustee receives or acquires under the Trust as long as the Trustee deems advisable.
(3) To have all the rights, powers, and privileges of an owner with respect to the securities held in trust, including, but not limited to, the powers to vote, give proxies, and pay assessments; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations, and incident to such participation to deposit securities with and transfer title to any protective or other committee on such terms as the Trustee may deem advisable; and to exercise or sell stock subscription or conversion rights.
(4) To hold securities or other property in the Trustee's name as Trustee under this Trust.
(5) To manage, control, grant options on, sell (for cash or on deferred payments), convey, exchange, divide, improve, and repair Trust property.
(6) To rent and or lease Trust property for terms within or beyond the term of the Trust for any purpose, including exploration for and removal of gas, oil, and other minerals; and to enter into community oil leases, pooling, and unitization agreements.
(7) To lend money to the probate estate of the Settlor, provided that any such loan shall be adequately secured and shall bear a reasonable rate of interest.
(8) To purchase property at its fair market value as determined by the Trustee in the Trustee's discretion, from the probate estate of the Settlor.
(9) To loan or advance the Trustee's own funds to the Trust for any Trust purpose, with interest at current rates; to receive security for such loans in the form of a mortgage, pledge, deed of trust, or other encumbrance of any assets of the Trust; to purchase assets of the Trust at their fair market value as determined by an independent appraisal.
(10) The Trustee shall have the power to release or to restrict the scope of any power that he or she may hold in connection with the Trust created under this instrument, whether said power is expressly granted in this instrument or implied by law.
(11) To take any action and to make any election, in the Trustee's discretion, to minimize the tax liabilities of this Trust and its beneficiaries, and it shall have the power to allocate the benefits

among the various beneficiaries, and the Trustee shall have the power to make adjustments in the rights of any beneficiaries, or between the income and principal accounts, to compensate for the consequences of any tax election or any investment or administrative decision that the Trustee believes has had the effect of directly or indirectly preferring one beneficiary or group of beneficiaries over others.

(12) To borrow money, and to encumber Trust property by mortgage, deed of trust, pledge, or otherwise.

(13) To commence or defend, at the expense of the Trust, such litigation with respect to the Trust or any property of the Trust Estate as the Trustee may deem advisable, and to compromise or otherwise adjust any claims or litigation against or in favor of the Trust.

(14) To carry insurance of such kinds and in such amounts as the Trustee deems advisable, at the expense of the Trust, to protect the Trust Estate and the Trustee personally against any hazard.

(15) To withhold from distribution, in the Trustee's discretion, at the time for distribution of any property in this Trust, without the payment of interest, all or any part of the property, as long as the Trustee shall determine, in the Trustee's discretion, that such property may be subject to conflicting claims, to tax deficiencies, or to liabilities, contingent or otherwise properly incurred in the administration of the estate.

(16) To partition, allot, and distribute the Trust Estate, on any division or partial distribution or final distribution of the Trust Estate, in undivided interests or in kind, or partly in money and partly in kind, at valuations determined by the Trustee, and to sell such property as the Trustee may deem necessary to make division or distribution. In making any division or distribution of the Trust Estate, the Trustee shall be under no obligation to make a prorata division, or to distribute the same assets to beneficiaries similarly situated. The Trustee may, in the Trustee's discretion, make a nonproata division between Trusts or shares and nonprorata distributions to such beneficiaries, as long as the respective assets allocated to separate trusts or shares, or distributed to such beneficiaries, have equivalent or proportionate fair market value and income tax basis.

(17) Each Trustee shall have the power to employ any custodian, attorney, accountant, financial planner, investment advisor or any other agent to assist the Trustee in the administration of this Trust and to rely on the advice given by these agents.

(18) Subject to any limitations expressly set forth in this Declaration and the faithful performance of fiduciary obligations, to do all such acts, take all such proceedings, and exercise all such rights and privileges as could be done, taken, or exercised by an absolute owner of the Trust property.

(19) The Trustee shall have the power to deal with governmental agencies. To make applications for, receive and administer Social Security, Medicare, Medicaid, Supplemental Security Income, In-Home Support Services, and any other benefits to which the Settlor or a beneficiary might be entitled.

(20) The Trustee shall have the power to make elections and direct distributions of principal and interest from the Settlor's retirement accounts, pension plans, or annuities that name the Trust as a primary or contingent beneficiary. This power shall be construed as and is intended to be a valid power of attorney in which the Trustee may act as the agent of the Settlor for these purposes. This power shall survive the subsequent incapacity of the Settlor. Trust beneficiaries shall be treated as designated beneficiaries for the purpose of determining minimum

distributions from an IRA based on the age of the oldest trust beneficiary.
(21) The Trustee shall have the power to exercise any stock options held by the Settlor at the time of death.
(22) The Trustee shall be entitled to pay him or herself reasonable compensation for services rendered to the Trust without prior court approval, not to exceed one percent per year of the trust's asset value.

ARTICLE NINE

A. The Trustee shall provide an accounting at the request of any current or remainder beneficiary if the Settlor is not acting as Trustee in which case accountings are waived.
B. The validity of this trust for real property shall be governed by the law of the state of its situs. The construction, interpretation and administration of this trust shall be governed by the laws of the state of California regardless of its situs or the domicile of the Trustee with regard to all other matters. This choice of law provision is based in part on the legal authority stated in the Restatement Second of Conflict of Laws section 268(1). This choice of law provision is intended to be exclusive.
C. A contestant shall be considered to have predeceased the Settlor without surviving issue. In this instrument, "contestant" means any person other than the Settlor who, directly or indirectly, voluntarily participates in any proceeding or action which seeks to void or set aside any provision of this trust or any provision of the Settlor's will. The term contest shall include, but not be limited to, the filing of a creditor's claim or prosecution of an action based upon it, an action or proceeding to determine the character, title or ownership of property held in the trust, to challenge the choice of law provision of the trust, or a challenge to the validity of an instrument, contract, agreement, or a beneficiary designation to which the Settlor was a party.
D. If any provision of this trust document is unenforceable, the remaining provisions shall remain in full force and effect.

This trust shall be known as the PAUL THOMAS WANG REVOCABLE TRUST.

Executed at Los Angeles (City), CA (State) on 04/11 (Date), 2011.

PAUL THOMAS WANG (signature)

State of California
County of Los Angeles } ss.

On 04/14/11 before me, Elyse Hoyt, Notary Public, personally appeared Paul Thomas Wang 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 laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NOTARY SIGNATURE

ELYSE HOYT
Commission # 1919346
Notary Public - California
Los Angeles County
My Comm Expires Jan 26, 2015

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On May 6th 2015 before me, James John Stokes, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Paul T. Wang
Name(s) of Signer(s)

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.

JAMES JOHN STOKES
Commission # 2099193
Notary Public - California
Los Angeles County
My Comm. Expires Feb 6, 2019

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Historical property Contract Document Date: 5-6-15
Number of Pages: 10 ~~Signer(s) Other~~ Other Than Named Above: _____

Capacity(~~ies~~) Claimed by Signer(s)

Signer's Name: Paul T. Wang	Signer's Name: _____
☐ Corporate Officer — Title(s): Trustee of the Paul Thomas Wang Revocable Trust	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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Los Angeles County
My Comm. Expires Feb 6, 2019

CITY OF LOS ANGELES

NOTARY ACKNOWLEDGMENT FORM

The notarized signature of the majority representative owner or owners, as established by deed or contract, of the subject property or properties is required for the filing of this application. (Additional sheets may be attached.)

State of California

County of _____

On _____ before me, _____, NOTARY PUBLIC personally
(DATE) (HERE INSERT NAME AND TITLE OF THE OFFICER)

appeared PAUL T. WANG, TRUSTEE OF THE PAUL THOMAS WANG REVOCABLE TRUST,
NAME(S) OF SIGNER(S)

who proved to me on the basis of satisfactory evidence to be the person(s) who 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)

(PLACE NOTARY SEAL ABOVE)

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title of type of Document: **HISTORICAL PROPERTY CONTRACT**

Document Date: _____ Number of Pages 6

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: PAUL T. WANG
† Individual
† Officer
† Title(s): TRUSTEE OF THE PAUL THOMAS WANG REVOCABLE TRUST
† Partner — † Limited † General Partner
† Attorney-in-Fact
† Trustee
† Guardian or Conservator
† Other: _____

Signer is Representing:

_____

Signer's Name: _____
† Individual
† Corporate Officer
† Title(s): _____
† Partner — † Limited † General Partner
† Attorney-in-Fact
† Trustee
† Guardian or Conservator
† Other: _____

Signer is Representing:

_____

JAMES JOHN STOKES
Commission # 2099193

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 1352 N SPAULDING AVENUE, LOS ANGELES, CA 90046

OWNER(S) OF PROPERTY: PAUL THOMAS WANG REVOCABLE TRUST

OWNER(S) MAILING ADDRESS: 1352 N SPAULDING AVENUE, LOS ANGELES, CA 90046

HOME TELEPHONE: (323) 650-9333 WORK TELEPHONE: (818) 380-8075

MOBILE TELEPHONE: (310) 228-7123 ALTERNATE TELEPHONE:

OWNER(S) EMAIL: PAULTHOMASWANG@SBCGLOBAL.NET ALTERNATE EMAIL: PACED1351@AIM.COM

PROPERTY INFORMATION

Legal Description: TRACT: TR 2508 BLOCK: NONE LOT: 13 ARB: NONE

Assessor Identification Number (AIN): 5550 - 031 - 002 COUNCIL DISTRICT NO.: 4

PROPERTY PURCHASE DATE: 7/18/2014 MOST RECENT ASSESSED VALUE: $1,245,000.00

OWNER OCCUPIED: (•) YES ( ) NO USE: (•) SINGLE-FAMILY DWELLING ( ) MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? (•) YES ( ) NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? (•) YES ( ) NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ( ) YES (•) NO

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: _____

☒ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: Spaulding Square HISTORIC PROPERTY NAME: CONTRIBUTING PROPERTY

ORIGINAL CONSTRUCTION DATE: 1918 ARCHITECT(S): _____

ARCHITECTURAL STYLE: COLONIAL REVIVAL

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

OWNER SIGNATURE	DATE	OWNER SIGNATURE	DATE
	4/28/15		

PAU T. WANG, Trustee of the Paul Thomas Wang Revocable Trust

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

Paul T. Wang

Mills Act Application
1352 N Spaulding Avenue
Los Angeles, CA 90046
310-228-7123
paulthomaswang@sbcglobal.net
March 9, 2015

Attachment E

The following properties are owned by the Paul Thomas Wang Revocable Trust, for which, Paul T. Wang is trustee.

1352 N. Spaulding Avenue
Los Angeles, CA 90046
Assessors ID: 5550-031-002

1351 N. Crescent Heights Boulevard
Unit# 118
West Hollywood, CA 90046
Assessors ID: 5554-008-037

426 S. Ramona Avenue
Unit# A
Monterey park, CA 91754
Assessors ID: 5251-012-064

Kern County
Parcel
Property Address 2310 - 285th
California City, CA 93504
Assessors ID: 211-070-17-00-9

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: Please see the attached document

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $_____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $_____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $_____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $_____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

EXHIBIT "A"

REHABILITATION / RESTORATION / MAINTENANCE PLAN

PROPERTY ADDRESS: **1352 N. SPAULDING AVENUE, LOS ANGELES, CA 90046**

☐ Rehabilitation/Restoration ☒ Maintenance

Building Feature: *Water filter*

Cost: $ 285 (rounded to nearest dollar)

☒ Completed ☐ Proposed Contract Year of Proposed Work Completion: #0 (2014)

Description of work: Repair of leaking water filter

☒ Rehabilitation/Restoration ☐ Maintenance

Building Feature: Living, dining, front entry lights

Cost: $ 5,345 (rounded to nearest dollar)

☒ Completed ☐ Proposed Contract Year of Proposed Work Completion: #0 (2014)

Description of work: Replaced broken living room lights and entry lights

---

☒ Rehabilitation/Restoration ☐ Maintenance

Building Feature: Interior walls, ceilings, original wood floors

Cost: $ 5,300 (rounded to nearest dollar)

☒ Completed ☐ Proposed Contract Year of Proposed Work Completion: #0 (2014)

Description of work: Painted interior walls, ceilings, replaced broken medallion, and refinished floors

EXHIBIT "A"

REHABILITATION / RESTORATION / MAINTENANCE PLAN

PROPERTY ADDRESS: **1352 N. SPAULDING AVENUE, LOS ANGELES, CA 90046**

[X] Rehabilitation/Restoration [ ] Maintenance

Building Feature: Baseboards

Cost: $ 700 (rounded to nearest dollar)

[X] Completed [ ] Proposed Contract Year of Proposed Work Completion: #0 (2014)

Description of work: Replaced rotted baseboards from rain water leaks

---

[ ] Rehabilitation/Restoration [X] Maintenance

Building Feature: Sewer line

Cost: $ 4,620 (rounded to nearest dollar)

[X] Completed [ ] Proposed Contract Year of Proposed Work Completion: #0 (2014)

Description of work: Repaired broken line, cleared root obstruction, replaced clean out

---

[ ] Rehabilitation/Restoration [X] Maintenance

Building Feature: Overgrown trees and ivy

Cost: $ 3,000 (rounded to nearest dollar)

[X] Completed [ ] Proposed Contract Year of Proposed Work Completion: #0 (2014)

Description of work: Trimmed all trees and cleared overgrown foliage across entire property

---

EXHIBIT "A"

REHABILITATION / RESTORATION / MAINTENANCE PLAN

PROPERTY ADDRESS: **1352 N. SPAULDING AVENUE, LOS ANGELES, CA 90046**

[X] Rehabilitation/Restoration [ ] Maintenance

Building Feature: *Roof and windows*

Cost: $ 7,338 (rounded to nearest dollar)

[X] Completed [ ] Proposed Contract Year of Proposed Work Completion: #0 (2014)

Description of work: Repaired roof leaks, shingles, installed storm collars, replaced broken windows

---

[X] Rehabilitation/Restoration [ ] Maintenance

Building Feature: Screens

Cost: $ 3,128 (rounded to nearest dollar)

[X] Completed [ ] Proposed Contract Year of Proposed Work Completion: #0 (2014)

Description of work: Custom made screens for all windows and doors with retractable screens

---

[ ] Rehabilitation/Restoration [X] Maintenance

Building Feature: Fumigation

Cost: $ 3,600 (rounded to nearest dollar)

[X] Completed [ ] Proposed Contract Year of Proposed Work Completion: #0 (2014)

Description of work: Fumigated house for pests

EXHIBIT "A"

REHABILITATION / RESTORATION / MAINTENANCE PLAN

PROPERTY ADDRESS: **1352 N. SPAULDING AVENUE, LOS ANGELES, CA 90046**

[X] Rehabilitation/Restoration [ ] Maintenance

Building Feature: Balustrade and finials

Cost: $ 1,200 (rounded to nearest dollar)

[X] Completed [ ] Proposed Contract Year of Proposed Work Completion: #0 (2014)

Description of work: Finished carpentry repair to the balustrade and finial on facade of house

---

[X] Rehabilitation/Restoration [ ] Maintenance

Building Feature: Toilets

Cost: $ 1,800 (rounded to nearest dollar)

[X] Completed [ ] Proposed Contract Year of Proposed Work Completion: #0 (2014)

Description of work: Replaced broken toilets with low-flow toilets

---

[X] Rehabilitation/Restoration [ ] Maintenance

Building Feature: Lights and garage service panel

Cost: $ 5,200 (rounded to nearest dollar)

[X] Completed [ ] Proposed Contract Year of Proposed Work Completion: #0 (2014)

Description of work: Replaced broken recessed lighting throughout/upgraded garage service panel

---

REHABILITATION / RESTORATION / MAINTENANCE PLAN

PROPERTY ADDRESS: **1352 N. SPAULDING AVENUE, LOS ANGELES, CA 90046**

[X] Rehabilitation/Restoration [ ] Maintenance

Building Feature: Security system

Cost: $ 1,385 (rounded to nearest dollar)

[X] Completed [ ] Proposed Contract Year of Proposed Work Completion: #0 (2014)

Description of work: Replaced broken security system on the entire property

---

[ ] Rehabilitation/Restoration [X] Maintenance

Building Feature: Plumbing

Cost: $ 800 (rounded to nearest dollar)

[X] Completed [ ] Proposed Contract Year of Proposed Work Completion: #0 (2014)

Description of work: Repair of leaking showers, bath plumbing, and master bath solders

---

[ ] Rehabilitation/Restoration [X] Maintenance

Building Feature: Sprinklers, resodding of grass, landscape lights

Cost: $ 2,462 (rounded to nearest dollar)

[X] Completed [ ] Proposed Contract Year of Proposed Work Completion: #0 (2015)

Description of work: Replaced broken sprinkler system, landscape lights, and resodded grass

---

EXHIBIT "A"

REHABILITATION / RESTORATION / MAINTENANCE PLAN

PROPERTY ADDRESS: **1352 N. SPAULDING AVENUE, LOS ANGELES, CA 90046**

☐ Rehabilitation/Restoration ☒ Maintenance

Building Feature: Ventilation

Cost: $ 3,000 (rounded to nearest dollar)

☒ Completed ☐ Proposed Contract Year of Proposed Work Completion: #0 (2014)

Description of work: Vented exhaust fans to the exterior of house and installed toilet drain vents

---

☒ Rehabilitation/Restoration ☐ Maintenance

Building Feature: Water heater

Cost: $ 5,000 (rounded to nearest dollar)

☒ Completed ☐ Proposed Contract Year of Proposed Work Completion: #0 (2015)

Description of work: Replaced broken water heater with a tankless one and installed weather enclosure

---

☒ Rehabilitation/Restoration ☐ Maintenance

Building Feature: GFCIs/carbon monoxide detectors/doorbell/showerheads

Cost: $ 1,087 (rounded to nearest dollar)

☒ Completed ☐ Proposed Contract Year of Proposed Work Completion: #0 (2014)

Description of work: Replaced faulty GFCIs, carbon monoxide detectors, doorbell, showerheads

---

REHABILITATION / RESTORATION / MAINTENANCE PLAN

PROPERTY ADDRESS: **1352 N. SPAULDING AVENUE, LOS ANGELES, CA 90046**

[X] Rehabilitation/Restoration [ ] Maintenance

Building Feature: Gate

Cost: $ 9,000 (rounded to nearest dollar)

[X] Completed [ ] Proposed Contract Year of Proposed Work Completion: #0 (2015)

Description of work: Replaced broken gate with custom made motorized gate to match the house

---

[X] Rehabilitation/Restoration [ ] Maintenance

Building Feature: Electrical splicing, kitchen hood, dishwasher, refrigerator

Cost: $ 7,123 (rounded to nearest dollar)

[X] Completed [ ] Proposed Contract Year of Proposed Work Completion: #0 (2014)

Description of work: Repaired electrical panel splicing, replaced broken hood/dishwasher/refrigerator

---

[X] Rehabilitation/Restoration [ ] Maintenance

Building Feature: Skylight blinds

Cost: $ 1,027 (rounded to nearest dollar)

[X] Completed [ ] Proposed Contract Year of Proposed Work Completion: #0 (2014)

Description of work: Replaced broken blinds with custom blackout blinds on a collapsing track

---

EXHIBIT "A"

REHABILITATION / RESTORATION / MAINTENANCE PLAN

PROPERTY ADDRESS: **1352 N. SPAULDING AVENUE, LOS ANGELES, CA 90046**

[X] Rehabilitation/Restoration [ ] Maintenance

Building Feature: Closet system

Cost: $ 278 (rounded to nearest dollar)

[X] Completed [ ] Proposed Contract Year of Proposed Work Completion: #0 (2014)

Description of work: Replaced broken/falling closet rods with new shelves

---

[X] Rehabilitation/Restoration [ ] Maintenance

Building Feature: Original front door lock/handle mechanism and house locks

Cost: $ 1,725 (rounded to nearest dollar)

[X] Completed [ ] Proposed Contract Year of Proposed Work Completion: #0 (2014)

Description of work: Repaired original front door mechanism and repaired broken locks to one key

---

[X] Rehabilitation/Restoration [ ] Maintenance

Building Feature: Chimney

Cost: $ 28,900 (rounded to nearest dollar)

[ ] Completed [X] Proposed Contract Year of Proposed Work Completion: #1 (2016)

Description of work: Replace falling chimney with masonry chimney

EXHIBIT "A"

REHABILITATION / RESTORATION / MAINTENANCE PLAN

PROPERTY ADDRESS: 1352 N. SPAULDING AVENUE, LOS ANGELES, CA 90046

[X] Rehabilitation/Restoration [ ] Maintenance

Building Feature: Dry rot wood from rain entry after first repair of rotted wood

Cost: $ 1,500 (rounded to nearest dollar)

[ ] Completed [X] Proposed Contract Year of Proposed Work Completion: #1 (2016)

Description of work: Replace dry rotted wood from the first repair in 2014 due to second rain entry

---

[X] Rehabilitation/Restoration [ ] Maintenance

Building Feature: Area drains

Cost: $ 7,500 (rounded to nearest dollar)

[ ] Completed [X] Proposed Contract Year of Proposed Work Completion: #1 (2016)

Description of work: Install area drains to prevent water penetration to structure

---

[X] Rehabilitation/Restoration [ ] Maintenance

Building Feature: Foundation

Cost: $ 8,750 (rounded to nearest dollar)

[ ] Completed [X] Proposed Contract Year of Proposed Work Completion: #2 (2017)

Description of work: Foundation and crawl space repair

REHABILITATION / RESTORATION / MAINTENANCE PLAN

PROPERTY ADDRESS: **1352 N. SPAULDING AVENUE, LOS ANGELES, CA 90046**

[X] Rehabilitation/Restoration [ ] Maintenance

Building Feature: Window flashings

Cost: $ 800 (rounded to nearest dollar)

[ ] Completed [X] Proposed Contract Year of Proposed Work Completion: #3 (2018)

Description of work: Repair window flashings

[X] Rehabilitation/Restoration [ ] Maintenance

Building Feature: HVAC and ductwork

Cost: $ 11,600 (rounded to nearest dollar)

[ ] Completed [X] Proposed Contract Year of Proposed Work Completion: #7 (2022)

Description of work: HVAC and ductwork

[X] Rehabilitation/Restoration [ ] Maintenance

Building Feature: Insulation

Cost: $ 6,800 (rounded to nearest dollar)

[ ] Completed [X] Proposed Contract Year of Proposed Work Completion: #7 (2022)

Description of work: Install insulation

REHABILITATION / RESTORATION / MAINTENANCE PLAN

PROPERTY ADDRESS: 1352 N. SPAULDING AVENUE, LOS ANGELES, CA 90046

[X] Rehabilitation/Restoration [ ] Maintenance

Building Feature: Broken pulleys

Cost: $ 1,500 (rounded to nearest dollar)

[ ] Completed [X] Proposed Contract Year of Proposed Work Completion: #8 (2023)

Description of work: Repair broken pulleys

[ ] Rehabilitation/Restoration [X] Maintenance

Building Feature: Sewer line, water filter, roof/gutter, elastomeric paint, bulbs, pest, gardening

Cost: $ 45,000 (rounded to nearest dollar)

[ ] Completed [X] Proposed Contract Year of Proposed Work Completion: #1-10

Description of work: Annual maintenance of sewer, filter, gutter, decks, bulbs, pest, gardening

---

$ 74,403	Completed
$ 112,350	Proposed
$ 186,753	Total

CITY OF LOS ANGELES

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

Robert J. Smith

Katherine D. Wise,

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

1351 North Spaulding Avenue, Los Angeles, CA 90046.

(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and Robert J. Smith and Katherine D. Wise (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Andrew Dow Residence and located at the street address 1351 N. Spaulding Avenue, Los Angeles, California 90046, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On April 7, 1993: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. _____ pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. 91-1171); or, (b) The Property was determined to be a Contributing Structure to the Spaulding Square Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
   This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. **Renewal.**
   Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. **Standards for Historical Property.**
   During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. **Provision of Information of Compliance.**
Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. **Cancellation.**
City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. **Enforcement of Agreement.**
In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. **Binding Effect of Agreement.**
The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

8. **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.

To City:
Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:
Name: Robert J. Smith and Katherine D. Wise
Address: 1351 N. Spaulding Avenue
Los Angeles, CA 90046

9. **General Provisions.**
   a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: _____
Owner Signature*

Robert J. Smith MAY 6, 2015
Print Name Date

By: _____
Owner Signature*

Katherine D. Wise 5/6/2015
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

See Attached
NOTARIZED Paperwork
MAY 06, 2015

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT
(CALIFORNIA CIVIL CODE § 1189)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

On MAY 06, 2015 (*Date*) before me, JOAQUIN TOMAS RECINOS-WALSH, NOTARY PUBLIC (*Here Insert Name and Title of the Officer*)

personally appeared ROBERT J. SMITH AND KATHERINE D. WISE,
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~~.

Joaquin Recinos
Signature of Notary Public

JOAQUIN TOMAS RECINOS-WALSH
Commission # 2053402
Notary Public - California
Los Angeles County
My Comm. Expires Dec 26, 2017

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

Description of Attached Document

Title or Type of Document: HISTORICAL PROPERTY CONTRACT Document Date: 05/06/2015

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Additional Information: _____

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 1351 North Spaulding Avenue, Los Angeles, CA 90046

OWNER(S) OF PROPERTY: Robert J. Smith and Katherine D. Wise

OWNER(S) MAILING ADDRESS: 1351 North Spaulding Avenue, Los Angeles, CA 90046

HOME TELEPHONE: (213) 718-3344 WORK TELEPHONE:

MOBILE TELEPHONE: ALTERNATE TELEPHONE: (323) 851-8888

OWNER(S) EMAIL: Minksnopes@me.com ALTERNATE EMAIL: Kittywise@me.com

PROPERTY INFORMATION

Legal Description: TRACT: TR 2508 BLOCK: None LOT: 31 ARB: None

Assessor Identification Number (AIN): 5551 - 030 - 010 COUNCIL DISTRICT NO.: 4

PROPERTY PURCHASE DATE: 3/14/1990 MOST RECENT ASSESSED VALUE: $727,132.00

OWNER OCCUPIED: (•) YES ( ) NO USE: (•) SINGLE-FAMILY DWELLING ( ) MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ( ) YES (•) NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? (•) YES ( ) NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ( ) YES (•) NO

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: HCM NAME:

☒ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: Spaulding Square HISTORIC PROPERTY NAME: Andrew Dow Residence

ORIGINAL CONSTRUCTION DATE: 1920 ARCHITECT(S): C. H. Wiseman, contractor

ARCHITECTURAL STYLE: Colonial Revival Bungalow

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

OWNER SIGNATURE	DATE	OWNER SIGNATURE	DATE
Robert J. Smith	3/14/2015	Katherine D. Wise	3/14/2015
PRINT NAME		PRINT NAME	

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1351 North Spaulding Avenue, Los Angeles, CA 90046

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☒ Maintenance ☐ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Earthquake retrofit

Cost $ 10,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2012

Description of work: Earthquake retrofitting of house: Bolting & sheer wall construction.

☒ Maintenance ☐ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Fence

Cost $ 15,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2012

Description of work: Rehabilitated/replaced east, south & west perimeter fence.

☒ Maintenance ☐ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Pergolas/trellis

Cost $ 4,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2012

Description of work: Construction of extensive trellising and pergolas to bring greenery away from house and provide shade for parcel.

☒ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Driveway gate

Cost $ 4,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2012

Description of work: Replicate driveway gate adding automatic open/close feature.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1351 North Spaulding Avenue, Los Angeles, CA 90046

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

■ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Exterior surfaces

Cost $ 30,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2013

Description of work: 6 month hand removal paint; rehabilitate facia; hand sand, treat & seal house & garage; hand-paint house and garage.

■ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Roof

Cost $ 10,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Completely re-roofed house,

■ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Hardwood floors

Cost $ 2,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Rehabilitated all hardwood floors.

■ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Interior surfaces

Cost $ 9,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Painted interior surfaces and trim pieces.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1351 North Spaulding Avenue, Los Angeles, CA 90046

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☒ Maintenance ☐ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Attic

Cost $1,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Replace awkward attic access via ladder with fold-down staircase. Easier access for aging owners.

☒ Maintenance ☐ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Water heater

Cost $4,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Replaced heater with efficient tankless heater/installed pump to circulate water throughout the home. Major money saver.

☒ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Driveway/paths

Cost $7,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Replicated deteriorated cement driveway/bricked pathways.

☒ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Kitchen/laundry

Cost $45,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Rehabilitation of electric, plumbing, floors, cabinetry & paint in kitchen and laundry.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1351 North Spaulding Avenue, Los Angeles, CA 90046

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

■ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Bathrooms

Cost $20,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Rehabilitated bathrooms with new hand-made ceramic tiles; low flush toilets; enclosed steam shower.

■ Maintenance ☐ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Security

Cost $5,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Installed new security system.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Sidelights at entry

Cost $4,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Remove non-original jalousie windows; replace with period replications.

■ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Interior surfaces: Four front rooms, hallways & auxiliary spaces

Cost $6,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Rehabilitation of ceilings. Paint all interior surfaces.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1351 North Spaulding Avenue, Los Angeles, CA 90046

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: Interior surfaces: remainder of house

Cost $6,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Rehabilitate ceilings; paint remainder of interior surfaces.

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: Chimney

Cost $5,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: Re-point chimney bricks and otherwise rehabilitate chimney.

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: Fence

Cost $3,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Replicate fence at north perimeter.

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: Attic

Cost $2,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2021

Description of work: Add solar vent fans to attic to improve air circulation.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1351 North Spaulding Avenue, Los Angeles, CA 90046

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☒ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Hardwood floors

Cost $5,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2022

Description of work: Rehabilitate/replicate oak flooring in hallway, side room adjacent to kitchen and throughout house as needed.

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Attic & other

Cost $3,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2023

Description of work: Update attic wiring. Correct wiring anywhere in house not up to code.

☒ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Garage

Cost $3,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2024

Description of work: Rehabilitate garage.

☒ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Powder room

Cost $5,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2025

Description of work: Renovation and upgrade of powder room to half-bath.

EXHIBIT "A"

CITY OF LOS ANGELES

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

~~Peter Betz Ellis~~

~~Nanci Katz Ellis~~,
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

~~5730 Spring Oak Dr/5731 Spring Oak Tr, Los Angeles, CA 90068~~
(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and ~~Peter Betz Ellis and Nanci Katz Ellis~~ (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the ~~Appell House~~ and located at the street address ~~5730 Spring Oak Dr~~, Los Angeles, California ~~90068~~, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On January 27, 2015: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. 1080 pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. 14-1684); or, (b) The Property was determined to be a Contributing Structure to the _____ Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
   This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. **Renewal.**
   Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. **Standards for Historical Property.**
   During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. **Provision of Information of Compliance.**
Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. **Cancellation.**
City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. **Enforcement of Agreement**.
In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. **Binding Effect of Agreement.**
The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

8. **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.

To City:
Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:
Name ~~Peter Betz Ellis and Nanci Katz Ellis~~
Address ~~5730 Spring Oak Drive~~
~~Los Angeles, CA 90068~~

9. **General Provisions.**
   a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: _____
Owner Signature*

~~Peter Betz Ellis~~
Print Name Date

By: _____
Owner Signature*

~~Nanci Katz Ellis~~ 4/30/15
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of Los Angeles

On 4/30/2015 before me, Jane Burgess, Notary Public, personally appeared

Nanci Katz Ellis ,

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

Jane Burgess
Signature of Notary Public

ESI1 JANE BURGESS COMM. #1996195 Notary Public-California LOS ANGELES COUNTY My Comm. Exp. OCT 29, 2016 ESI1

(Seal)

Title or Type of Document: Historical Property Contract

Document Date: 4/30/2015 Number of Pages: 8

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles }

On May 5, 2015 (Date) before me, Gladys M.D. VanDyne, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Peter Petr Ellis (Name(s) of Signer(s)),

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.

GLADYS M. D. VAN DYNE
Commission # 2063805
Notary Public - California
Los Angeles County
My Comm. Expires May 1, 2018

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: _____ (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 5730 West Spring Oak Drive and 5731 West Spring Oak Terrace, Los Angeles, CA 90068

OWNER(S) OF PROPERTY: Peter Betz Ellis and Nanci Katz Ellis

OWNER(S) MAILING ADDRESS: 5730 West Spring Oak Drive, Los Angeles, CA 90068

HOME TELEPHONE: 323-466-4434 WORK TELEPHONE:

MOBILE TELEPHONE: 323-251-2222 ALTERNATE TELEPHONE:

OWNER(S) EMAIL: peterbellis@sbcglobal.net ALTERNATE EMAIL: katgirl99@mac.com

PROPERTY INFORMATION

Legal Description: TRACT: TR 11163 BLOCK: None LOT: 4 ARB: None

Assessor Identification Number (AIN): 5580 - 022 - 004 COUNCIL DISTRICT NO.: 4

PROPERTY PURCHASE DATE: May 23, 2012 MOST RECENT ASSESSED VALUE: 1248389

OWNER OCCUPIED: (•) YES ( ) NO USE: (•) SINGLE-FAMILY DWELLING ( ) MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ( ) YES (•) NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? (•) YES ( ) NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ( ) YES (•) NO

HISTORICAL SIGNIFICANCE

[•] HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: 1080 HCM NAME: Appell House

[ ] CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: HISTORIC PROPERTY NAME:

ORIGINAL CONSTRUCTION DATE: ARCHITECT(S):

ARCHITECTURAL STYLE:

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

3/15/15 3/15/15

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Peter Betz Ellis Nanci Katz Ellis

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 5730 Spring Oak Drive, Los Angeles, CA 90068

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☒ Maintenance ☐ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Abatement

Cost $41,880 (round to nearest dollar) Contract Year of Proposed Work Completion: 2012

Description of work: Abatement of lead, mold & asbestos.

☐ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Architect & engineer

Cost $56,600 (round to nearest dollar) Contract Year of Proposed Work Completion: 2012

Description of work: Architect: $56,600; Engineer: $25,230

☒ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Demo & framing

Cost $85,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2012

Description of work: Demo & framing of deteriorated beyond salvation portions of home.

☐ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Plumbing

Cost $76, 540 (round to nearest dollar) Contract Year of Proposed Work Completion: 2012

Description of work: Deteriorated plumbing required total replacement.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 5730 Spring Oak Drive, Los Angeles, CA 90068

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☒ Maintenance ☐ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Electric

Cost $40,790 (round to nearest dollar) Contract Year of Proposed Work Completion: 2012

Description of work: Completely rewire house. Install new upgraded panel.

☒ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Roof

Cost $65,080 (round to nearest dollar) Contract Year of Proposed Work Completion: 2012

Description of work: Complete re-roofing of building with previous roof deteriorated beyond saving.

☒ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Flooring & tile

Cost $35,540 (round to nearest dollar) Contract Year of Proposed Work Completion: 2013

Description of work: Restored parquet flooring throughout home. Rehabilitated/restored tiles.

☒ Maintenance ☐ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: HVAC

Cost $17,950 (round to nearest dollar) Contract Year of Proposed Work Completion: 2013

Description of work: Install new system to replace no longer operable system.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 5730 Spring Oak Drive, Los Angeles, CA 90068

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☒ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Windows

Cost $ 103,890 (round to nearest dollar) Contract Year of Proposed Work Completion: 2013

Description of work: Rehabilitation/replication of complex windows.

☒ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Cabinetry

Cost $ 36,765 (round to nearest dollar) Contract Year of Proposed Work Completion: 2013

Description of work: Restore/rehabilitate/replicate cabinetry.

☒ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Fireplaces

Cost $ 17,830 (round to nearest dollar) Contract Year of Proposed Work Completion: 2013

Description of work: Living room and sun room fireplace restoration/rehabilitation.

☐ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Antique hardware

Cost $ 6,820 (round to nearest dollar) Contract Year of Proposed Work Completion: 2013

Description of work: Restore anitque hardware throughout home.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 5730 Spring Oak Drive, Los Angeles, CA 90068

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Finish carpentry/restoration

Cost $ 203,260 (round to nearest dollar) Contract Year of Proposed Work Completion: 2013

Description of work: General contractor fees for finish carpentry and restoration throughout home.

■ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Interior and exterior surfaces

Cost $ 51,040 (round to nearest dollar) Contract Year of Proposed Work Completion: 2013

Description of work: Painting of all interior and exterior surfaces and trims.

■ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Landscape

Cost $ 137,600 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Trimming of historic trees; rehabilitation of landscape; creation of new portions of landscape where none any longer existed. [2014/2015]

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Electric switch plates & outlet covers

Cost $ 2,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Restore/replace as necessary bakelite cover plates.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 5730 Spring Oak Drive, Los Angeles, CA 90068

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Gutters

Cost $1,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Return gutters to second floor dormer.

☒ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Plumbing

Cost $1,200 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Rehabilitate plumbing in master bath; change supply valves to period ones; install period sink in Emma's room; change feed lines to period solid lines.

☒ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Entry door

Cost $1,100 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Restore/replace bronze weather stripping; threshold seal & door hinges,

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☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Light fixtures

Cost $3,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Replace powder room, Benjamin's bed & bath rooms, Caroline's bedroom light fixtures with period ones.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 5730 Spring Oak Drive, Los Angeles, CA 90068

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

■ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Rails, gates & paths

Cost $ 50,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Add back rails on front steps and walkway; second path Magnolia tree/entry; grade/add steps from rear to side yard; fence/gate yard at front/rear.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Side parcel, stoop and column bases

Cost $ 50,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: Restore Victory garden at side parcel; move play area from rear to side yard; add additional trees & shrubs; add planter pots at stoop and column bases.

■ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Exterior trim

Cost $ 15,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Repaint exterior trim. (Must be executed every 3 - 5 years.)

■ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Windows/doors

Cost $ 70,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2021

Description of work: Replace 40 double glazed windows/doors with single glaze doors/windows w/ necessary plaster/stucco repairs & painting. 8 units/year, years 2021 - 2025

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 5730 Spring Oak Drive, Los Angeles, CA 90068

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☒ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: All exterior wood and ironwork trim pieces

Cost $ 20,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Re-paint all exterior wood and ironwork trim pieces.

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $ _____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $ _____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $ _____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

EXHIBIT "A"

CITY OF LOS ANGELES

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

The Polynesian Homeowner's Association

Grahame K. Budd, President & Michelle Rose Naggar, Secretary,
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

1830 N. Taft Avenue.
(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and The Polynesian Homeowner's Association (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the The Polynesian and located at the street address 1830 N. Taft Avenue, Los Angeles, California 90028-5762, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On July 30, 2014 : (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. 1070 pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. 14-0776); or, (b) The Property was determined to be a Contributing Structure to the _____ Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
   This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. **Renewal.**
   Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. **Standards for Historical Property.**
   During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. **Provision of Information of Compliance.**
Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. **Cancellation.**
City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. **Enforcement of Agreement**.
In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. **Binding Effect of Agreement.**
The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

8. **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.

To City:
Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:
Name: The Polynesian Homeowners Association
Address: 1830 N. Taft Avenue
Hollywood, CA 90028-5762

9. **General Provisions.**
   a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: _____
Owner Signature*

Grahame K. Budd (President) 5/9/15
Print Name Date

By: GRAHAME K. BUDD
Owner Signature*

Michelle Rose Naggar (Secretary) 5/9/15
Print Name Date

By: _____
Owner Signature*

Michelle Rose Naggar
Print Name Date

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1850 N. Taft Avenue, Hollywood, CA 90028

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Elevator

Cost $ 11,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Repairs and upgrades to elevator.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Concrete podium at rear of building.

Cost $ 500.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Seal hole in concrete that pours drainage into garage and waterproof it.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Storage cabinet in garage.

Cost $ 350.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Repair storage cabinet damage by leakage from hole in podium.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Damaged stucco wall currently covered with plywood.

Cost $ 750.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Repair with lath and stucco to match surrounding.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

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☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Water softener

Cost $6,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Replace water softener that services all units.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: "Polynesian" sign on facade.

Cost $2,500.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Restore and repair "Polynesian" sign.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Landscape gardens and interior planters.

Cost $16,800.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Replant landscaping with original plant material and restore planters.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Paint on front facade.

Cost $20,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Paint and restore original facade (mica paint "waterfalls", decorative lattice, etc.)

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

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☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Roof gables

Cost $ 1,500.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Restore and paint decorative roof gables.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Corbels

Cost $ 3,600.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Restore/replace in kind high roof corbels as needed.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Stairwells

Cost $ 1,500.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Repaint both stairwells.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Garage

Cost $ 3,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Paint garage and entry to same.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1850 N. Taft Avenue, Hollywood, CA 90028

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☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Railings

Cost $1,500.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Paint railings.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Stairwell lighting

Cost $1,200.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Repair/replace stairwell lighting as needed.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Mosaic tile murals at entry and elevator doors.

Cost $30,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Restore and seal murals.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Mural lighting

Cost $4,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Restore mural lighting back to original design at base of mural.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1850 N. Taft Avenue, Hollywood, CA 90028

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☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Rear patio/podium

Cost $5,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2021

Description of work: Waterproof entire back patio.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Courtyard flooring

Cost $20,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2023

Description of work: Resurfacing/waterproofing courtyard flooring to original cobblestone pattern.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Plumbing

Cost $50,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2024

Description of work: Update piping in each unit-on going unit by unit from 2015.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Windows

Cost $130,872.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2024

Description of work: Restore or replace all windows to original aluminum design. On-going unit by unit at $$5,453.00 each from 2015.

EXHIBIT "A"

CITY OF LOS ANGELES

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☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Roof

Cost $ 20,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2025

Description of work: Replace roofing in kind.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Insurance

Cost $ 12,230.00 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Annual HOA insurance premium on structure.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: DWP

Cost $ 200.00 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Average monthly DWP billing per unit.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Gas

Cost $ 40.66 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Average monthly gas billing per unit.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1850 N. Taft Avenue, Hollywood, CA 90028

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☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: Security intercom system

Cost $ 100.00 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Annual sost of intercom service per unit.

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: Management Company

Cost $ 5,760.00 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Annual management company fee.

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $ _____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $ _____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

EXHIBIT "A"

CITY OF LOS ANGELES

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

EXHIBIT "B"

7028

Polynesian Owners Association

Articles of Incorporation

Civil Code 4225 requires that this notice be placed as the cover page on the governing documents.

Civil Code 4225. Board Authority to Delete Discriminatory Covenants.

(a) No declaration or other governing document shall include a restrictive covenant in violation of Section 12955 of the Government Code.

Government Code §12956.1. Discriminatory Restrictions Disclosure.

(a) As used in this section, "association," "governing documents," and "declaration" have the same meanings as set forth in Section 4000 et al. of the Civil Code.

"If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

END OF NOTICE

1916066

ENDORSED – FILED
in the office of the Secretary of State
of the State of California

NOV - 3 1994

TONY MILLER, Acting Secretary of State

ARTICLES OF INCORPORATION
OF
POLYNESIAN OWNERS ASSOCIATION

A California Nonprofit
Mutual Benefit Corporation

ARTICLE I

The name of this corporation is POLYNESIAN OWNERS ASSOCIATION.

ARTICLE II

This corporation is a nonprofit mutual benefit corporation organized under the California Nonprofit Mutual Benefit Corporation Law. The purpose of this corporation is to engage in any lawful act for which a corporation may be organized under this Law. Specifically, this corporation will provide for management, administration, maintenance, preservation and architectural control of the common area within that certain real property situated in the City of Los Angeles, County of Los Angeles, State of California, described as:

PARCEL 1:

The North 20 feet of Lot 91 and the South 40 feet of Lot 92 of Morgan's Hollywood Tract, in the City of Los Angeles, as per map recorded in Book 16 Page 49 of Maps, in the office of the county recorder of said county.

PARCEL 2:

Lot 93 and the North 10 feet of Lot 92 of Morgan's Hollywood Tract, in the City of Los Angeles, as per map recorded in Book 16 Page 49 of Maps, in the office of the county recorder of said county.

PARCEL 3:

The South 25.00 feet of Lot 94 of Morgan's Hollywood Tract, in the City of Los Angeles, as per map recorded in Book 16 Page 49 of Maps, in the office of the county recorder of said county.

and will fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the Declaration of Covenants, Conditions and Restrictions to be recorded in the

office of the County Recorder of Los Angeles County ("Declaration"), and will promote the health, safety and welfare of all of its members who shall be owners of condominiums (as defined in the Declaration) within the above-described property and any additions thereto which may be brought within the jurisdiction of this corporation for these purposes.

ARTICLE III

Notwithstanding any of the above statements of purposes and powers to the contrary, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of this corporation.

ARTICLE IV

The name and address in this state of the corporation's initial agent for service of process is Harry Lange, 1830 North Taft Avenue, No. 303, Los Angeles, California 90028.

ARTICLE V

Every person or entity who is a record owner of a fee or undivided fee interest in any condominium which is subject by covenants of record to assessment by this corporation shall be a member of this corporation. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Condominium which is subject to assessment by this corporation.

ARTICLE VI

No part of the net earnings of the corporation shall inure to the benefit of any private individual (except through acquiring, constructing, or providing management, maintenance, and care of property held by this corporation, or located in the above described development and owned by members of this corporation, or through rebates of excess membership dues, fees or assessments).

ARTICLE VII

The authorized number and qualifications of members of this corporation, the different classes of members, the property, voting and other rights and privileges of members, and their

liability for assessments and the method of collecting them shall be controlled by the bylaws.

ARTICLE VIII

Amendment to these Articles of Incorporation shall require (a) the assent (by vote or written consent) of members representing seventy-five percent (75%) or more of the voting power of members of this corporation, together with (b) a resolution to amend adopted by at least a bare majority of the board of directors.

Dated: 10-28-94, 1993

Harry L. Lange
Incorporator Signature

Harry Lange

I declare that I am the person who executed the above Articles of Incorporation, which execution is my act and deed.

Harry L. Lange
Harry Lange

1916066

State of California
SECRETARY OF STATE'S OFFICE

CORPORATION DIVISION

I, *TONY MILLER*, Acting Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this

NOV 4 1994

Tony Miller

Acting Secretary of State

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On 5/9/2015 before me, S. Wright notary Public
(insert name and title of the officer)

personally appeared Grahame K. Budd and Michele Rose Naggar,
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.

S. WRIGHT
COMM. #2060032
Notary Public - California
Los Angeles County
My Comm. Expires Apr. 2, 2018

NRO1 NRO1

Signature _____ **(Seal)**

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 1830 N. Taft Avenue No. 101, Los Angeles, CA 90028

OWNER(S) OF PROPERTY: Joycelyne M. Lew Trustee, Joycelyne M. Lew Trust

OWNER(S) MAILING ADDRESS: 1952 N. Van Ness Ave, Los Angeles CA 90068

HOME TELEPHONE: (323) 466-3100 WORK TELEPHONE: (323) 466-0566

MOBILE TELEPHONE: (213) 999-5514 ALTERNATE TELEPHONE: (323) 460-6432

OWNER(S) EMAIL: jlew@joycelyne.com ALTERNATE EMAIL: joycelynefp@gmail.com

PROPERTY INFORMATION

Legal Description: TRACT: Morgan's Hollywood Tract BLOCK: N/A LOT: 91-94 Ptn ARB: 2

Assessor Identification Number (AIN): 5566 - 033 - 025 COUNCIL DISTRICT NO.: 13

PROPERTY PURCHASE DATE: 12/30/2002 MOST RECENT ASSESSED VALUE: $137,901.00

OWNER OCCUPIED: • YES ○ NO USE: ○ SINGLE-FAMILY DWELLING • MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ○ YES • NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? • YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES • NO

HISTORICAL SIGNIFICANCE

☒ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: 1070 HCM NAME: The Polynesian

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1962 ARCHITECT(S): Emery Kanarik

ARCHITECTURAL STYLE: Tiki-Polynesian Style

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Joycelyne M. Lew 3/31/15

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Joycelyne M. Lew

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 1830 N. Taft Avenue No. 102, Los Angeles, CA 90028

OWNER(S) OF PROPERTY: John Clouse and Jan Saiget Co-Trustees, Clouse and Saiget Family Trust

OWNER(S) MAILING ADDRESS: 1830 N. Taft Avenue No. 102, Los Angeles, CA 90028-5741

HOME TELEPHONE: (323) 962-4974 WORK TELEPHONE:

MOBILE TELEPHONE: (323) 356-1560 ALTERNATE TELEPHONE:

OWNER(S) EMAIL: jsaiget@yahoo.com ALTERNATE EMAIL: j.clouse@me.com

PROPERTY INFORMATION

Legal Description: TRACT: Morgan's Hollywood Tract BLOCK: N/A LOT: 91-94 Ptn ARB: 2

Assessor Identification Number (AIN): 5586 - 033 - 026 COUNCIL DISTRICT NO.: 13

PROPERTY PURCHASE DATE: 3/17/2006 MOST RECENT ASSESSED VALUE: $406,900.00

OWNER OCCUPIED: ● YES NO USE: SINGLE-FAMILY DWELLING ● MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? YES ● NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ● YES NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? YES ● NO

HISTORICAL SIGNIFICANCE

☑ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: 1070 HCM NAME: The Polynesian

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: HISTORIC PROPERTY NAME:

ORIGINAL CONSTRUCTION DATE: 1962 ARCHITECT(S): Emery Kanarik

ARCHITECTURAL STYLE: Tiki-Polynesian Style

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

OWNER SIGNATURE — DATE: 3/22/15

OWNER SIGNATURE — DATE: 3/19/15

John Clouse

PRINT NAME

Jan Saiget

PRINT NAME

EXHIBIT "A"

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 1830 N. Taft Avenue, No. 103, Los Angeles, CA 90028

OWNER(S) OF PROPERTY: Martin Meyer

OWNER(S) MAILING ADDRESS: 1830 N. Taft Avenue No. 103, Los Angeles, CA 90028-4879

HOME TELEPHONE: (303)725-6576 WORK TELEPHONE: (626)440-2552

MOBILE TELEPHONE: (303)725-6576 ALTERNATE TELEPHONE:

OWNER(S) EMAIL: Meyer_Martin@Hotmail.com ALTERNATE EMAIL:

PROPERTY INFORMATION

Legal Description: TRACT: Morgan's Hollywood Tract BLOCK: N/A LOT: 91-94 Ptn ARB: 2

Assessor Identification Number (AIN): 5586 - 033 - 027 COUNCIL DISTRICT NO.: 13

PROPERTY PURCHASE DATE: 1/29/2010 MOST RECENT ASSESSED VALUE: $348,536.00

OWNER OCCUPIED: • YES ○ NO USE: ○ SINGLE-FAMILY DWELLING • MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ○ YES • NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? • YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES • NO

HISTORICAL SIGNIFICANCE

☑ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: 1070 HCM NAME: The Polynesian

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: HISTORIC PROPERTY NAME:

ORIGINAL CONSTRUCTION DATE: 1962 ARCHITECT(S): Emery Kanarik

ARCHITECTURAL STYLE: Tiki-Polynesian Style

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Martin Meyer 3/11/2015

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Martin Meyer

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 1830 N. Taft Avenue, No. 104, Los Angeles, CA 90028

OWNER(S) OF PROPERTY: Jorge and Maria Carranza

OWNER(S) MAILING ADDRESS: 1830 N. Taft Avenue No. 104, Los Angeles, CA 90028-5741

HOME TELEPHONE: (323) 957-5785 WORK TELEPHONE: _____

MOBILE TELEPHONE: _____ ALTERNATE TELEPHONE: _____

OWNER(S) EMAIL: _____ ALTERNATE EMAIL: _____

PROPERTY INFORMATION

Legal Description: TRACT: Morgan's Hollywood Tract BLOCK: N/A LOT: 91-94 Ptn ARB: 2

Assessor Identification Number (AIN): 5566 - 033 - 028 COUNCIL DISTRICT NO.: 13

PROPERTY PURCHASE DATE: 1/28/2006 MOST RECENT ASSESSED VALUE: $115,071.00

OWNER OCCUPIED: • YES NO USE: SINGLE-FAMILY DWELLING • MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? YES • NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? • YES NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? YES • NO

HISTORICAL SIGNIFICANCE

☒ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: 1070 HCM NAME: The Polynesian

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1962 ARCHITECT(S): Emery Kanarik

ARCHITECTURAL STYLE: Tiki-Polynesian Style

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Jorge Carranza 3-27-15 Maria Carranza 3-27-15

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Jorge Carranza Maria Carranza

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 1830 N. Taft Avenue, No. 105, Los Angeles, CA 90028

OWNER(S) OF PROPERTY: Rahim & Sasan Sotoodehfar

OWNER(S) MAILING ADDRESS: 1830 N. Taft Avenue No. 105, Los Angeles, CA 90028-5741

HOME TELEPHONE: 724-316-0501 WORK TELEPHONE:

MOBILE TELEPHONE: ALTERNATE TELEPHONE: 412-889-8630

OWNER(S) EMAIL: sasan1200@gmail.com ALTERNATE EMAIL:

PROPERTY INFORMATION

Legal Description: TRACT: Morgan's Hollywood Tract BLOCK: N/A LOT: 91-94 Ptn ARB: 2

Assessor Identification Number (AIN): 5586 - 033 - 029 COUNCIL DISTRICT NO.: 13

PROPERTY PURCHASE DATE: 01/28/2015 MOST RECENT ASSESSED VALUE: $401,815.00

OWNER OCCUPIED: • YES NO USE: SINGLE-FAMILY DWELLING • MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? YES • NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? • YES NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? YES • NO

HISTORICAL SIGNIFICANCE

☒ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: 1070 HCM NAME: The Polynesian

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: HISTORIC PROPERTY NAME:

ORIGINAL CONSTRUCTION DATE: 1962 ARCHITECT(S): Emery Kanarik

ARCHITECTURAL STYLE: Tiki-Polynesian Style

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

OWNER SIGNATURE — 3/17/15 DATE

Sasan Sotoodehfar
PRINT NAME

OWNER SIGNATURE — 3/17/15 DATE

Rahim Sotoodehfar
PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 1830 N. Taft Avenue, No. 106, Los Angeles, CA 90028

OWNER(S) OF PROPERTY: Barbara E. Cox Trustee, Barbara E. Cox Trust

OWNER(S) MAILING ADDRESS: 1830 N. Taft Avenue No. 106, Los Angeles, CA 90028-5741

HOME TELEPHONE: (323) 466-1987 WORK TELEPHONE:

MOBILE TELEPHONE: ALTERNATE TELEPHONE:

OWNER(S) EMAIL: barbara.cox@sbcglobal.net ALTERNATE EMAIL:

PROPERTY INFORMATION

Legal Description: TRACT: Morgan's Hollywood Tract BLOCK: N/A LOT: 91-94 Ptn ARB: 2

Assessor Identification Number (AIN): 5586 - 033 - 030 COUNCIL DISTRICT NO.: 13

PROPERTY PURCHASE DATE: 6/5/1992 MOST RECENT ASSESSED VALUE: $159,380.00

OWNER OCCUPIED: • YES ○ NO USE: ○ SINGLE-FAMILY DWELLING • MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ○ YES • NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? • YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES • NO

HISTORICAL SIGNIFICANCE

☑ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: 1070 HCM NAME: The Polynesian

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: HISTORIC PROPERTY NAME:

ORIGINAL CONSTRUCTION DATE: 1962 ARCHITECT(S): Emery Kanarik

ARCHITECTURAL STYLE: Tiki-Polynesian Style

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Barbara E. Cox

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Barbara E. Cox 03/20/2015

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 1830 N. Taft Avenue, No. 107, Los Angeles, CA 90028

OWNER(S) OF PROPERTY: Grahame K. Budd

OWNER(S) MAILING ADDRESS: 1830 N. Taft Avenue No. 107, Los Angeles, CA 90028-5741

HOME TELEPHONE: 323-962-9966 WORK TELEPHONE: _____

MOBILE TELEPHONE: _____ ALTERNATE TELEPHONE: _____

OWNER(S) EMAIL: billybudd@earthlink.net ALTERNATE EMAIL: _____

PROPERTY INFORMATION

Legal Description: TRACT: Morgan's Hollywood Tract BLOCK: N/A LOT: 91-94 Ptn ARB: 2

Assessor Identification Number (AIN): 5586 - 033 - 031 COUNCIL DISTRICT NO.: 13

PROPERTY PURCHASE DATE: 06/18/1999 MOST RECENT ASSESSED VALUE: 142571

OWNER OCCUPIED: ● YES NO USE: SINGLE-FAMILY DWELLING ● MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? YES ● NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ● YES NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? YES ● NO

HISTORICAL SIGNIFICANCE

☑ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: 1070 HCM NAME: The Polynesian

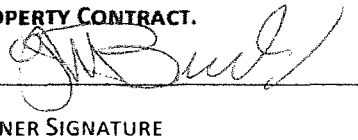
☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1962 ARCHITECT(S): Emery Kanarik

ARCHITECTURAL STYLE: Tiki-Polynesian Style

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.



MARCH 18/15

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Grahame K. Budd

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 1830 N. Taft Avenue, No. 108, Los Angeles, CA 90028

OWNER(S) OF PROPERTY: Suzanne Geller and M. B. Dax Proctor

OWNER(S) MAILING ADDRESS: 1830 N. Taft Avenue No. 108, Los Angeles, CA 90028-5794

HOME TELEPHONE: _____ WORK TELEPHONE: _____

MOBILE TELEPHONE: (786) 300-7990 ALTERNATE TELEPHONE: _____

OWNER(S) EMAIL: suzannegeller11@gmail.com ALTERNATE EMAIL: _____

PROPERTY INFORMATION

Legal Description: TRACT: Morgan's Hollywood Tract BLOCK: N/A LOT: 91-94 Ptn ARB: 2

Assessor Identification Number (AIN): 5586 - 033 - 032 COUNCIL DISTRICT NO.: 13

PROPERTY PURCHASE DATE: 3/18/2004 MOST RECENT ASSESSED VALUE: $220,247.00

OWNER OCCUPIED: • YES NO USE: SINGLE-FAMILY DWELLING • MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? YES • NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? • YES NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? YES • NO

HISTORICAL SIGNIFICANCE

☒ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: 1070 HCM NAME: The Polynesian

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1962 ARCHITECT(S): Emery Kanarik

ARCHITECTURAL STYLE: Tiki-Polynesian Style

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

3/19/2015 3/19/2015

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Suzanne Geller Suzanne Geller M. B. Dax Proctor M.B. Dax Proctor

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 1830 N. Taft Avenue, No. 201, Los Angeles, CA 90028

OWNER(S) OF PROPERTY: Jorge and Maria Carranza

OWNER(S) MAILING ADDRESS: 1830 N. Taft Avenue No. 104, Los Angeles, CA 90028-5741

HOME TELEPHONE: (323) 469-7623 WORK TELEPHONE: (323) 461-2941

MOBILE TELEPHONE: (949) 387-4842 ALTERNATE TELEPHONE: _____

OWNER(S) EMAIL: _____ ALTERNATE EMAIL: _____

PROPERTY INFORMATION

Legal Description: TRACT: Morgan's Hollywood Tract BLOCK: N/A LOT: 91-94 Ptn ARB: 2

Assessor Identification Number (AIN): 5566 - 033 - 033 COUNCIL DISTRICT NO.: 13

PROPERTY PURCHASE DATE: 3/18/2004 MOST RECENT ASSESSED VALUE: $138,008.00

OWNER OCCUPIED: YES • NO USE: SINGLE-FAMILY DWELLING • MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? YES • NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? • YES NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? YES • NO

HISTORICAL SIGNIFICANCE

☒ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: 1070 HCM NAME: The Polynesian

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1962 ARCHITECT(S): Emery Kanarik

ARCHITECTURAL STYLE: Tiki-Polynesian Style

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Jorge Carranza 3-27-15 Maria Carranza 3-28-15

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Jorge Carranza Maria Carranza

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 1830 N. Taft Avenue No. 202, Los Angeles, CA 90028

OWNER(S) OF PROPERTY: Sam Khazaeni

OWNER(S) MAILING ADDRESS: 1830 N. Taft Avenue No. 202, Los Angeles, CA 90028-5794

HOME TELEPHONE: 323-461-9006 WORK TELEPHONE:

MOBILE TELEPHONE: 213-4482732 ALTERNATE TELEPHONE:

OWNER(S) EMAIL: samkla@gmail.com ALTERNATE EMAIL:

PROPERTY INFORMATION

Legal Description: TRACT: Morgan's Hollywood Tract BLOCK: N/A LOT: 91-94 Ptn ARB: 2

Assessor Identification Number (AIN): 5586 - 033 - 034 COUNCIL DISTRICT NO.: 13

PROPERTY PURCHASE DATE: 05/13/2003 MOST RECENT ASSESSED VALUE: 359162

OWNER OCCUPIED: ● YES No USE: SINGLE-FAMILY DWELLING ● MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? YES ● NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ● YES No

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? YES ● No

HISTORICAL SIGNIFICANCE

☑ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: 1070 HCM NAME: The Polynesian

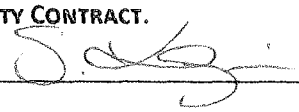
☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: HISTORIC PROPERTY NAME:

ORIGINAL CONSTRUCTION DATE: 1962 ARCHITECT(S): Emery Kanarik

ARCHITECTURAL STYLE: Tiki-Polynesian Style

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.



OWNER SIGNATURE 3/18/15 DATE OWNER SIGNATURE DATE

Sam Khazaeni

PRINT NAME PRINT NAME

EXHIBIT "A"

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 1830 N. Taft Avenue No. 203, Los Angeles, CA 90028

OWNER(S) OF PROPERTY: Barry Caldwell

OWNER(S) MAILING ADDRESS: 1830 N. Taft Avenue No. 203, Los Angeles, CA 90028-5794

HOME TELEPHONE: (323) 463-3016 WORK TELEPHONE:

MOBILE TELEPHONE: (323) 445-8852 ALTERNATE TELEPHONE:

OWNER(S) EMAIL: barrycaldwell@sbcglobal.net ALTERNATE EMAIL:

PROPERTY INFORMATION

Legal Description: TRACT: Morgan's Hollywood Tract BLOCK: N/A LOT: 91-94 Ptn ARB: 2

Assessor Identification Number (AIN): 5586 - 033 - 035 COUNCIL DISTRICT NO.: 13

PROPERTY PURCHASE DATE: 11/24/1993 MOST RECENT ASSESSED VALUE: $152,500.00

OWNER OCCUPIED: ● YES ○ NO USE: ○ SINGLE-FAMILY DWELLING ● MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ○ YES ● NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ● YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ● NO

HISTORICAL SIGNIFICANCE

☒ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: 1070 HCM NAME: The Polynesian

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: HISTORIC PROPERTY NAME:

ORIGINAL CONSTRUCTION DATE: 1962 ARCHITECT(S): Emery Kanarik

ARCHITECTURAL STYLE: Tiki-Polynesian Style

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Barry Caldwell Digitally signed by Barry Caldwell DN: cn=Barry Caldwell, o=US, email=barrycaldwell@sbcglobal.net Date: 2015.03.19 21:45:52 -07'00' 3/19/15

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Barry Caldwell

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION cbishop969@yahoo.com

PROPERTY ADDRESS: 1830 N. Taft Avenue No. 204, Los Angeles, CA 90028

OWNER(S) OF PROPERTY: Courtney and Vanessa Bishop

OWNER(S) MAILING ADDRESS: 1830 N. Taft Avenue No. 204, Los Angeles, CA 90028-5794

HOME TELEPHONE: (323) 467-6778 WORK TELEPHONE:

MOBILE TELEPHONE: (323) 428-2803 ALTERNATE TELEPHONE: (323)632-6142

OWNER(S) EMAIL: nesbishop@yahoo.com ALTERNATE EMAIL: cbishop969@yahoo.com

PROPERTY INFORMATION

Legal Description: TRACT: Morgan's Hollywood Tract BLOCK: N/A LOT: 91-94 Ptn ARB: 2

Assessor Identification Number (AIN): 5586 - 033 - 036 COUNCIL DISTRICT NO.: 13

PROPERTY PURCHASE DATE: 6/23/2011 MOST RECENT ASSESSED VALUE: $308,011.00

OWNER OCCUPIED: ● YES ○ NO USE: ○ SINGLE-FAMILY DWELLING ● MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ○ YES ● NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ● YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ● NO

HISTORICAL SIGNIFICANCE

☑ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: 1070 HCM NAME: The Polynesian

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: HISTORIC PROPERTY NAME:

ORIGINAL CONSTRUCTION DATE: 1962 ARCHITECT(S): Emery Kanarik

ARCHITECTURAL STYLE: Tiki-Polynesian Style

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Courtney Bishop 7/18/11 Vanessa Bishop 9/18/2015

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Courtney Bishop Vanessa Bishop

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 1830 N. Taft Avenue No. 205, Los Angeles, CA 90028

OWNER(S) OF PROPERTY: Alexander Klyusner

OWNER(S) MAILING ADDRESS: 1830 N. Taft Avenue No. 205, Los Angeles, CA 90028-5794

HOME TELEPHONE: _____ WORK TELEPHONE: _____

MOBILE TELEPHONE: (323) 376-8333 ALTERNATE TELEPHONE: _____

OWNER(S) EMAIL: kluz13@yahoo.com ALTERNATE EMAIL: _____

PROPERTY INFORMATION

Legal Description: TRACT: Morgan's Hollywood Tract BLOCK: N/A LOT: 91-94 Ptn ARB: 2

Assessor Identification Number (AIN): 5566 - 033 - 037 COUNCIL DISTRICT NO.: 13

PROPERTY PURCHASE DATE: 3/1/2002 MOST RECENT ASSESSED VALUE: $239,921.00

OWNER OCCUPIED: ● YES ○ NO USE: ○ SINGLE-FAMILY DWELLING ● MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ○ YES ● NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ● YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ● NO

HISTORICAL SIGNIFICANCE

☑ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: 1070 HCM NAME: The Polynesian

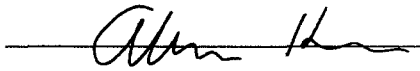
☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1962 ARCHITECT(S): Emery Kanarik

ARCHITECTURAL STYLE: Tiki-Polynesian Style

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.



3/17/15

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Alexander Klyusner

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 1830 N. Taft Avenue No. 206, Los Angeles, CA 90028

OWNER(S) OF PROPERTY: Shelley Leopold

OWNER(S) MAILING ADDRESS: 1830 N. Taft Avenue No. 206, Los Angeles, CA 90028-5749

HOME TELEPHONE: (323) 719-1161 WORK TELEPHONE:

MOBILE TELEPHONE: (323) 719-1161 ALTERNATE TELEPHONE:

OWNER(S) EMAIL: sleopold@pacbell.net ALTERNATE EMAIL: sl@shelleyleopold.com

PROPERTY INFORMATION

Legal Description: TRACT: Morgan's Hollywood Tract BLOCK: N/A LOT: 91-94 Ptn ARB: 2

Assessor Identification Number (AIN): 5586 - 033 - 038 COUNCIL DISTRICT NO.: 13

PROPERTY PURCHASE DATE: 4/28/2010 MOST RECENT ASSESSED VALUE: $344,429.00

OWNER OCCUPIED: • YES ○ NO USE: ○ SINGLE-FAMILY DWELLING • MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ○ YES • NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? • YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES • NO

HISTORICAL SIGNIFICANCE

☑ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: 1070 HCM NAME: The Polynesian

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: HISTORIC PROPERTY NAME:

ORIGINAL CONSTRUCTION DATE: 1962 ARCHITECT(S): Emery Kanarik

ARCHITECTURAL STYLE: Tiki-Polynesian Style

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Shelley Leopold Digitally signed by Shelley Leopold DN: cn=Shelley Leopold, o, ou, email=sleopold@pacbell.net, c=US Date: 2015.03.17 17:19:04 -08'00'

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Shelley Leopold

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 1830 N. Taft Avenue No. 207, Los Angeles, CA 90028

OWNER(S) OF PROPERTY: Tomasz Glaz and Gregory Glaz

OWNER(S) MAILING ADDRESS: 1830 N. Taft Avenue No. 207, Los Angeles, CA 90028-5749

HOME TELEPHONE: _____ WORK TELEPHONE: _____

MOBILE TELEPHONE: (323) 244-6900 ALTERNATE TELEPHONE: _____

OWNER(S) EMAIL: gregglaz@yahoo.com ALTERNATE EMAIL: tgmessages@gmail.com

PROPERTY INFORMATION

Legal Description: TRACT: Morgan's Hollywood Tract BLOCK: N/A LOT: 91-94 Ptn ARB: 2

Assessor Identification Number (AIN): 5586 - 033 - 039 COUNCIL DISTRICT NO.: 13

PROPERTY PURCHASE DATE: 6/14/2002 MOST RECENT ASSESSED VALUE: $271,141.00

OWNER OCCUPIED: • YES ○ NO USE: ○ SINGLE-FAMILY DWELLING ◉ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ○ YES • NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? • YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES • NO

HISTORICAL SIGNIFICANCE

☑ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: 1070 HCM NAME: The Polynesian

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1962 ARCHITECT(S): Emery Kanarik

ARCHITECTURAL STYLE: Tiki-Polynesian Style

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Tomasz Glaz 3/19/2015 Gregory Glaz 3/19/2015

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Tomasz Glaz Gregory Glaz

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 1830 N. Taft Avenue No. 208, Los Angeles, CA 90028

OWNER(S) OF PROPERTY: Alan Naggar and Michele Rose Naggar

OWNER(S) MAILING ADDRESS: 1830 N. Taft Avenue No. 208, Los Angeles, CA 90028-5749

HOME TELEPHONE: (323) 962-6444 WORK TELEPHONE:

MOBILE TELEPHONE: (323) 855-6536 ALTERNATE TELEPHONE:

OWNER(S) EMAIL: alan@alannaggar.com ALTERNATE EMAIL: mmonosson@gmail.com

PROPERTY INFORMATION

Legal Description: TRACT: Morgan's Hollywood Tract BLOCK: N/A LOT: 91-94 Ptn ARB: 2

Assessor Identification Number (AIN): 5586 - 033 - 040 COUNCIL DISTRICT NO.: 13

PROPERTY PURCHASE DATE: 5/24/2010 MOST RECENT ASSESSED VALUE: $289,579.00

OWNER OCCUPIED: • YES ○ NO USE: ○ SINGLE-FAMILY DWELLING • MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ○ YES • NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? • YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES • NO

HISTORICAL SIGNIFICANCE

☑ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: 1070 HCM NAME: The Polynesian

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: HISTORIC PROPERTY NAME:

ORIGINAL CONSTRUCTION DATE: 1962 ARCHITECT(S): Emery Kanarik

ARCHITECTURAL STYLE: Tiki-Polynesian Style

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Alan Naggar Digitally signed by Alan Naggar DN: cn=Alan Naggar, o, ou, email=bytheskinofourteeth@gmail.com, c=US Date: 2015.03.22 15:57:58 -08'00' 3/22/15

OWNER SIGNATURE DATE

Alan Naggar

PRINT NAME

Michele Rose Naggar Digitally signed by Michele Rose Naggar DN: cn=Michele Rose Naggar, o, ou, email=mmonosson@gmail.com, c=US Date: 2015.03.22 16:01:03 -08'00' 3/22/15

OWNER SIGNATURE DATE

Michele Rose Naggar

PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 1830 N. Taft Avenue No. 301, Los Angeles, CA 90028

OWNER(S) OF PROPERTY: Anthony and Sarah Seyler

OWNER(S) MAILING ADDRESS: 13701 Riverside Drive, 9th Floor, Sherman Oaks, CA 91423-2430

HOME TELEPHONE: (323) 962-7369 WORK TELEPHONE: (310) 865-7962

MOBILE TELEPHONE: (213) 864-6858 ALTERNATE TELEPHONE:

OWNER(S) EMAIL: anthony.seyler@umusic.com ALTERNATE EMAIL: sarahmuse74@hotmail.com

PROPERTY INFORMATION

Legal Description: TRACT: Morgan's Hollywood Tract BLOCK: N/A LOT: 91-94 Ptn ARB. 2

Assessor Identification Number (AIN): 5586 - 033 - 041 COUNCIL DISTRICT NO.: 13

PROPERTY PURCHASE DATE: 11/19/2003 MOST RECENT ASSESSED VALUE: $388,534.00

OWNER OCCUPIED: • YES NO USE: SINGLE-FAMILY DWELLING • MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? YES • NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? • YES NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? YES • NO

HISTORICAL SIGNIFICANCE

☒ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: 1070 HCM NAME: The Polynesian

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: HISTORIC PROPERTY NAME:

ORIGINAL CONSTRUCTION DATE: 1962 ARCHITECT(S): Emery Kanarik

ARCHITECTURAL STYLE: Tiki-Polynesian Style

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

OWNER SIGNATURE	DATE	OWNER SIGNATURE	DATE
	3/25/15		3·25·15
Anthony Seyler		Sarah Seyler	
PRINT NAME		PRINT NAME	

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 1830 N. Taft Avenue No. 302, Los Angeles, CA 90028

OWNER(S) OF PROPERTY: Karl Niemoller

OWNER(S) MAILING ADDRESS: 3170 Bentwood Circle South Dr. Apt 2C, Indianapolis, IN 46268

HOME TELEPHONE: _____ WORK TELEPHONE: _____

MOBILE TELEPHONE: (317) 447-1702 ALTERNATE TELEPHONE: _____

OWNER(S) EMAIL: karl.niemoller@gmail.com ALTERNATE EMAIL: _____

PROPERTY INFORMATION

Legal Description: TRACT: Morgan's Hollywood Tract BLOCK: N/A LOT: 91-94 Ptn ARB: 2

Assessor Identification Number (AIN): 5586 - 033 - 042 COUNCIL DISTRICT NO.: 13

PROPERTY PURCHASE DATE: 7/28/2010 MOST RECENT ASSESSED VALUE: $348,014.00

OWNER OCCUPIED: ○ YES ◉ NO USE: ○ SINGLE-FAMILY DWELLING ◉ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ○ YES ◉ NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ◉ YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ◉ NO

HISTORICAL SIGNIFICANCE

☑ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: 1070 HCM NAME: The Polynesian

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1962 ARCHITECT(S): Emery Kanarik

ARCHITECTURAL STYLE: Tiki-Polynesian Style

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

[signature] 3/18/15 _____ _____

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Karl Niemoller _____

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 1830 N. Taft Avenue No. 303, Los Angeles, CA 90028

OWNER(S) OF PROPERTY: Daniel M. O'Rourke

OWNER(S) MAILING ADDRESS: 1830 N. Taft Avenue No. 303 Los Angeles, CA 90028-5749

HOME TELEPHONE: _____ WORK TELEPHONE: _____

MOBILE TELEPHONE: (310) 977-4126 ALTERNATE TELEPHONE: _____

OWNER(S) EMAIL: o_rourkdan@hotmail.com ALTERNATE EMAIL: _____

PROPERTY INFORMATION

Legal Description: TRACT: Morgan's Hollywood Tract BLOCK: N/A LOT: 91-94 Ptn ARB: 2

Assessor Identification Number (AIN): 5586 - 033 - 043 COUNCIL DISTRICT NO.: 13

PROPERTY PURCHASE DATE: 4/29/2005 MOST RECENT ASSESSED VALUE: $466,199.00

OWNER OCCUPIED: ◉ YES ○ NO USE: ○ SINGLE-FAMILY DWELLING ◉ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ○ YES ◉ NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ◉ YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ◉ NO

HISTORICAL SIGNIFICANCE

☑ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: 1070 HCM NAME: The Polynesian

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1962 ARCHITECT(S): Emery Kanarik

ARCHITECTURAL STYLE: Tiki-Polynesian Style

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Daniel O'Rourke 3/20/15 _____ _____

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Daniel M. O'Rourke _____

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 1830 N. Taft Avenue No. 304, Los Angeles, CA 90028

OWNER(S) OF PROPERTY: Patricia Hadzick and Danya J. Hadzick

OWNER(S) MAILING ADDRESS: 1830 N. Taft Avenue No. 304 Los Angeles, CA 90028-5795

HOME TELEPHONE: 323-467-7206 WORK TELEPHONE: _____

MOBILE TELEPHONE: _____ ALTERNATE TELEPHONE: _____

OWNER(S) EMAIL: danyahadzick@sbcglobal.net ALTERNATE EMAIL: _____

PROPERTY INFORMATION

Legal Description: TRACT: Morgan's Hollywood Tract BLOCK: N/A LOT: 91-94 Ptn ARB: 2

Assessor Identification Number (AIN): 5586 - 033 - 044 COUNCIL DISTRICT NO.: 13

PROPERTY PURCHASE DATE: 04/06/1998 MOST RECENT ASSESSED VALUE: 123728

OWNER OCCUPIED: ● YES ○ NO USE: ○ SINGLE-FAMILY DWELLING ● MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ○ YES ● NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ● YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ● NO

HISTORICAL SIGNIFICANCE

☒ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: 1070 HCM NAME: The Polynesian

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1962 ARCHITECT(S): Emery Kanarik

ARCHITECTURAL STYLE: Tiki-Polynesian Style

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

_____	_____	Danya J. Hadzick	3/20/15
OWNER SIGNATURE	DATE	OWNER SIGNATURE	DATE
Patricia Hadzick		Danya J. Hadzick	
PRINT NAME		PRINT NAME	

EXHIBIT "A"

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 1830 N. Taft Avenue No. 305, Los Angeles, CA 90028

OWNER(S) OF PROPERTY: Paul A Graham, jr and Rondalyn T Strother Graham Co-Trustees, P and R Graham-Strother Trust

OWNER(S) MAILING ADDRESS: 1830 N. Taft Avenue No. 305 Los Angeles, CA 90028-5795

HOME TELEPHONE: (323) 467-1531 WORK TELEPHONE:

MOBILE TELEPHONE: (323) 243-4817 ALTERNATE TELEPHONE:

OWNER(S) EMAIL: mm-mme-g@pacbell.net ALTERNATE EMAIL:

PROPERTY INFORMATION

Legal Description: TRACT: Morgan's Hollywood Tract BLOCK: N/A LOT: 91-94 Ptn ARB: 2

Assessor Identification Number (AIN): 5586 - 033 - 045 COUNCIL DISTRICT NO: 13

PROPERTY PURCHASE DATE: 8/13/1987 MOST RECENT ASSESSED VALUE: $181,100.00

OWNER OCCUPIED: ● YES ○ NO USE: ○ SINGLE-FAMILY DWELLING ● MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ○ YES ● NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ● YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ● NO

HISTORICAL SIGNIFICANCE

☒ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: 1070 HCM NAME: The Polynesian

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: HISTORIC PROPERTY NAME:

ORIGINAL CONSTRUCTION DATE: 1962 ARCHITECT(S): Emery Kanarik

ARCHITECTURAL STYLE: Tiki-Polynesian Style

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

P. A. Graham Jr 17-march-2015 3/17/15

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Paul A Graham jr. Rondalyn T Strother Graham

PRINT NAME PRINT NAME

EXHIBIT "A"

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 1830 N. Taft Avenue No. 306, Los Angeles, CA 90028

OWNER(S) OF PROPERTY: Phillip R. Simmons

OWNER(S) MAILING ADDRESS: 1830 N. Taft Avenue No. 306 Los Angeles, CA 90028-5795

HOME TELEPHONE: 323-464-7068 WORK TELEPHONE:

MOBILE TELEPHONE: 323578-6304 ALTERNATE TELEPHONE:

OWNER(S) EMAIL: reed777@sbcglobal.net ALTERNATE EMAIL:

PROPERTY INFORMATION

Legal Description: TRACT: Morgan's Hollywood Tract BLOCK: N/A LOT: 91-94 Ptn ARB: 2

Assessor Identification Number (AIN): 5586 - 033 - 046 COUNCIL DISTRICT NO.: 13

PROPERTY PURCHASE DATE: 03/01/2001 MOST RECENT ASSESSED VALUE: 202808

OWNER OCCUPIED: (•) YES ( ) NO USE: ( ) SINGLE-FAMILY DWELLING (•) MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ( ) YES (•) NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? (•) YES ( ) NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ( ) YES (•) NO

HISTORICAL SIGNIFICANCE

[•] HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: 1070 HCM NAME: The Polynesian

[ ] CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: HISTORIC PROPERTY NAME:

ORIGINAL CONSTRUCTION DATE: 1962 ARCHITECT(S): Emery Kanarik

ARCHITECTURAL STYLE: Tiki-Polynesian Style

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

OWNER SIGNATURE 3/17/15 DATE OWNER SIGNATURE DATE

Phillip R. Simmons

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 1830 N. Taft Avenue No. 307, Los Angeles, CA 90028

OWNER(S) OF PROPERTY: Rose Hourwitz, Trustee, Rose Hourwitz Living Trust

OWNER(S) MAILING ADDRESS: 1830 N. Taft Avenue No. 307 Los Angeles, CA 90028-5795

HOME TELEPHONE: (323) 719-1161 WORK TELEPHONE:

MOBILE TELEPHONE: ALTERNATE TELEPHONE:

OWNER(S) EMAIL: ALTERNATE EMAIL:

PROPERTY INFORMATION

Legal Description: TRACT: Morgan's Hollywood Tract BLOCK: N/A LOT: 91-94 Ptn ARB: 2

Assessor Identification Number (AIN): 5586 - 033 - 047 COUNCIL DISTRICT NO.: 13

PROPERTY PURCHASE DATE:: 8/15/1983 MOST RECENT ASSESSED VALUE: $112,673.00

OWNER OCCUPIED: • YES NO USE: SINGLE-FAMILY DWELLING • MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? YES • NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? • YES NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? YES • NO

HISTORICAL SIGNIFICANCE

☑ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: 1070 HCM NAME: The Polynesian

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: HISTORIC PROPERTY NAME:

ORIGINAL CONSTRUCTION DATE: 1962 ARCHITECT(S): Emery Kanarik

ARCHITECTURAL STYLE: Tiki-Polynesian Style

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Rose Hourwitz 3/22/16

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Rose Hourwitz

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 1830 N. Taft Avenue No. 308, Los Angeles, CA 90028

OWNER(S) OF PROPERTY: Gary L. Shaffer, Trustee, Gary L. Shaffer Trust

OWNER(S) MAILING ADDRESS: P.O. Box 3515, Tulsa OK 74101

HOME TELEPHONE: 918-805-1296 WORK TELEPHONE: 918-549-7360

MOBILE TELEPHONE: _____ ALTERNATE TELEPHONE: _____

OWNER(S) EMAIL: la_adman@Yahoo.com ALTERNATE EMAIL: _____

PROPERTY INFORMATION

Legal Description: TRACT: Morgan's Hollywood Tract BLOCK: N/A LOT: 91-94 Ptn ARB: 2

Assessor Identification Number (AIN): 5586 - 033 - 048 COUNCIL DISTRICT NO.: 13

PROPERTY PURCHASE DATE: 11/14/2002 MOST RECENT ASSESSED VALUE: $330,807.00

OWNER OCCUPIED: ● YES ○ NO USE: ○ SINGLE-FAMILY DWELLING ● MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ○ YES ● NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ● YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ● NO

HISTORICAL SIGNIFICANCE

☒ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: 1070 HCM NAME: The Polynesian

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1962 ARCHITECT(S): Emery Kanarik

ARCHITECTURAL STYLE: Tiki-Polynesian Style

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Gary L. Shaffer 3-24-15 _____ _____

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Gary L. Shaffer _____

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1830 N. Taft Avenue

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Windows

Cost $2500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Replace incompatible windows on west and courtyard facing elevations with compatible windows

---

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Master landscape plan

Cost $2500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Create a master landscape plan that would identify historic landscape features to be restored and reconstructed, and propose overall plan for rehabilitaion

---

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Garage Exhaust System

Cost $1500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Repair and reactivate the garage exhaust system

---

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Upgrade insulation

Cost $5000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Study methods of upgrading insulation in the walls and roof, choose most feasible options through consultations with OHR, and then implement

---

EXHIBIT "A"

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

MARK HUDIS

NATALYA HUDIS ,
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

125 NORTH VAN NESS AVENUE .
(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and MARK HUDIS AND NATALYA HUDIS (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Residence for E.E. Pettit and located at the street address 125 N. Van Ness Ave., Los Angeles, California 90004, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On NA, NA: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. NA pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. NA-NA); or, (b) The Property was determined to be a Contributing Structure to the Windsor Square Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
   This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. **Renewal.**
   Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. **Standards for Historical Property.**
   During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. **Provision of Information of Compliance.**
Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. **Cancellation.**
City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. **Enforcement of Agreement**.
In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. **Binding Effect of Agreement.**
The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

8. **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.

To City:
Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:
Name: MARK HUDIS AND NATALYA HUDIS
Address: 125 NORTH VAN NESS AVENUE
LOS ANGELES, CA 90004

9. **General Provisions.**
a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: _____
Owner Signature*

MARK HUDIS 5-15-15
Print Name Date

By: _____
Owner Signature*

NATALYA HUDIS 5-15-15
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On May 15, 2015 before me, Soon Gyu Guimm, Notary Public
(insert name and title of the officer)

personally appeared MARK HUDIS AND NATALYA HUDIS,
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.

SOON GYU GUIMM
Commission # 1963667
Notary Public - California
Los Angeles County
My Comm. Expires Jan 11, 2016

Signature _____ (Seal)

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 125 N. Van Ness Ave., Los Angeles, Ca 90004

OWNER(S) OF PROPERTY: Mark & Natalya Hudis

OWNER(S) MAILING ADDRESS: 125 N. Van Ness Ave.

HOME TELEPHONE: N/A WORK TELEPHONE: N/A

MOBILE TELEPHONE: 310-770-1955 ALTERNATE TELEPHONE: N/A

OWNER(S) EMAIL: nhudis@gmail.com ALTERNATE EMAIL: N/A

PROPERTY INFORMATION

Legal Description: TRACT: TR 499 BLOCK: None LOT: 64 ARB: 2

Assessor Identification Number (AIN): 5516 - 007 - 008 COUNCIL DISTRICT NO.: 4

PROPERTY PURCHASE DATE: 11/29/12 MOST RECENT ASSESSED VALUE: $2,461,122

OWNER OCCUPIED: (•) YES ( ) NO USE: (•) SINGLE-FAMILY DWELLING ( ) MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ( ) YES (•) NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? (•) YES ( ) NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ( ) YES (•) NO

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: _____

■ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: Windsor Square HISTORIC PROPERTY NAME: Residence for E.E. Pettit

ORIGINAL CONSTRUCTION DATE: 1923 ARCHITECT(S): Williams, Paul R.

ARCHITECTURAL STYLE: Tudor Revival

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

3/24/15 3-24-15

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Mark Hudis Natalya Hudis

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 125 NORTH VAN NESS AVE. LOS ANGELES, CA 90004

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: HVAC System

Cost $ 18,000 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Replaced HVAC system with energy-efficient unit

---

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Electrical System

Cost $ 23,000 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Re-wired and upgraded electrical system

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Flooring

Cost $ 14,000 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Repaired (replaced in-kind where needed) and some new flooring installed

---

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Plumbing System

Cost $ 10,000 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Replaced and upgraded plumbing where needed

---

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 125 NORTH VAN NESS AVE. LOS ANGELES, CA 90004

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Kitchen/Bathrooms

Cost $ 75,000 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Rehabilitated kitchen and bathrooms with new material

---

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Windows

Cost $ 6,500 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Replaced inappropriate replacement windows with appropriate windows

---

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Interior Walls and Moldings

Cost $ 60,000 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Repaired walls (maintaining plaster wherever possible) and re-painted interior

---

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Garage

Cost $ 25,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Repair structural damage to garage

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 125 NORTH VAN NESS AVE. LOS ANGELES, CA 90004

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Hardscape

Cost $15,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Repair/Replace broken hardscape

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Landscape/Vines

Cost $8,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Remove all vines from building and construct no-landscape border around foundation and where appropriate

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Windows

Cost $5,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Replace any remaining inappropriate windows

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Windows and Doors

Cost $25,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Rehabilitate all windows and doors

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 125 NORTH VAN NESS AVE. LOS ANGELES, CA 90004

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Fireplace

Cost $ 50,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Rehabilitate living room fireplace

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Exterior Brick

Cost $ 25,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: Brick conservation - re-point exterior with appropriate repair mortar

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Exterior of main house and garage

Cost $ 30,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2021

Description of work: Prepare and re-paint exterior of main house and garage

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Roof

Cost $ 35,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2025

Description of work: Replace roof when needed

EXHIBIT "A"

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

The Catherine Opie Rev. Trust

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

906 South Victoria Avenue, Los Angeles, CA 90019.

(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and Catherine Opie (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Alperstein Residence and located at the street address 906 S. Victoria Avenue, Los Angeles, California 90019, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On October 20, 2010: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. _____ pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. 06-2369); or, (b) The Property was determined to be a Contributing Structure to the Windsor Village Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. **Renewal.**
Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. **Standards for Historical Property.**
During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. **Provision of Information of Compliance.**
Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. **Cancellation.**
City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. **Enforcement of Agreement**.
In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. **Binding Effect of Agreement.**
The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

8. **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.

To City:
Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:
Name: The Catherine Opie Rev. Trust
Address: 12400 Wilshire Blvd., #1275
Los Angeles, CA 90025

9. **General Provisions.**
a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: _____
Owner Signature*

Catherine Opie 5/18/15
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of LOS ANGELES)

On MAY 19TH, 2015 before me, A. MATTHEW HERNANDEZ
(insert name and title of the officer)

personally appeared CATHERINE OPIE,
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.

A. MATTHEW HERNANDEZ
Commission # 1983298
Notary Public - California
Orange County
My Comm. Expires Dec 10, 2015

WITNESS my hand and official seal.

Signature _____ (Seal)

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 906 South Victoria Avenue, Los Angeles, CA 90019

OWNER(S) OF PROPERTY: The Catherine Opie Rev. Trust

OWNER(S) MAILING ADDRESS: 12400 Wilshire Blvd #1275, Los Angeles, CA 90025

HOME TELEPHONE: _____ WORK TELEPHONE: _____

MOBILE TELEPHONE: 323-336-1363 ALTERNATE TELEPHONE: 323-633-4118

OWNER(S) EMAIL: csopie@mac.com ALTERNATE EMAIL: jburleigh13@me.com

PROPERTY INFORMATION

Legal Description: TRACT: Oxford Square BLOCK: None LOT: 72 ARB: None

Assessor Identification Number (AIN): 5090 - 034 - 026 COUNCIL DISTRICT NO.: 10

PROPERTY PURCHASE DATE: Nov 6, 2014 MOST RECENT ASSESSED VALUE: 1335000

OWNER OCCUPIED: ● YES NO USE: ● SINGLE-FAMILY DWELLING MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? YES ● NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ● YES NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? YES ● NO

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: _____

☑ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: Windsor Village HISTORIC PROPERTY NAME: Alperstein Residence

ORIGINAL CONSTRUCTION DATE: 1924 ARCHITECT(S): F. O. Hammett, contractor

ARCHITECTURAL STYLE: Spanish Colonial Revival

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Catherine Opie 3/2/15 Julie Burleigh 3/2/15

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Catherine Opie Julie Burleigh

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 906 South Victoria Avenue, Los Angeles, CA 90019

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☒ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Chimney

Cost $17,040 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Rehabilitated earthquake damaged chimney.

☒ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Interior surfaces

Cost $6,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Paint interior surfaces and trim work throughout residence.

☒ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Exterior surfaces: Residence & garage

Cost $38,700 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Replace non-original stucco with smooth stucco including color element and paint trim on residence and garage.

☒ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: East lawn

Cost $18,200 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Retain historic landscape elements. Replace remainder with drought tolerant landscape.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 906 South Victoria Avenue, Los Angeles, CA 90019

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■ Maintenance ☐ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Electric

Cost $30,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Complete re-wiring of house and addition of new electrical panel.

■ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Plumbing

Cost $25,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Replace/add new plumbing. Replace original sewer line.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Windows & doors

Cost $19,600 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Rehabilitate/replicate windows & doors.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Architect

Cost $6,630 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Architect's services.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

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☒ Maintenance ☐ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: HVAC

Cost $ 15,350 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Replace barely functioning HVAC system.

☒ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Bathrooms

Cost $ 8,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Rehabilitated bathrooms

☒ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Expanded kitchen

Cost $ 62,940 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Expanded kitchen into breakfast room & mud room.

☒ Maintenance ☐ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Roof

Cost $ 4,200 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Applied new composition roofing to flat portions of house and garage, replacing failing roofs.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

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☒ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: West lawn

Cost $ 10,850 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Retain historic landscape elements; replace rest with drought tolerant landscape; add exterior lighting.

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Living room Batchelder fireplace

Cost $ 800 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Professionally rehabilitate Batchelder fireplace tiles.

☒ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Historic trees

Cost $ 2,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Commission arborist to trim historic trees on parcel.

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Gutters/down spouts

Cost $ _____ (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Place gutters & downspouts on residence.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

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☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Rain collection

Cost $2,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Install rain collection barrels/containers beneath downspouts.

☒ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Seismic retrofitting

Cost $10,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: Seismically retrofit residence.

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Water filtration

Cost $3,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Install whole house water filtration system to give all preservation procedures maximum benefit.

☒ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Historically sensitive decorative metal gate at porte-cochere

Cost $6,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2021

Description of work: Install historically sensitive decorative metal gate at porte-cochere for rear yard privacy.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

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☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Hardwood floors

Cost $5,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2022

Description of work: Restore hardwood floors throughout residence.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Interior surfaces

Cost $5,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2023

Description of work: Repaint interior walls and trims.

■ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Landscaping

Cost $5,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2024

Description of work: Update non-historic landscape elements.

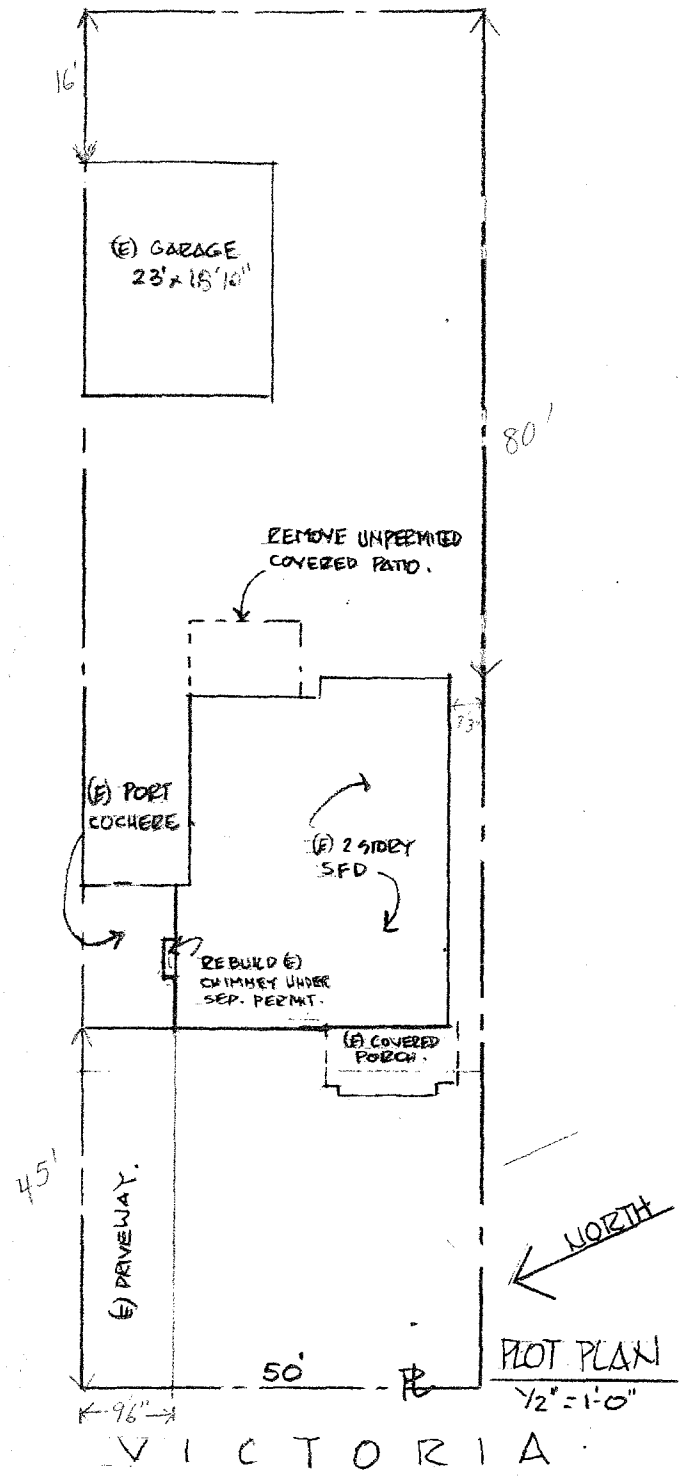
■ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Exterior windows & doors.

Cost $3,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2025

Description of work: Repaint all exterior windows & doors.

EXHIBIT "A"


16'
(E) GARAGE
23' x 15'10"
80'
REMOVE UNPERMITED
COVERED PATIO.
7.3'
(E) PORT
COCHERE
(E) 2 STORY
SFD
REBUILD (E)
CHIMNEY UNDER
SEP. PERMIT.
(E) COVERED
PORCH.
45'
(E) DRIVEWAY.
NORTH
50'
PL
96"
PLOT PLAN
1/2" = 1'-0"
V I C T O R I A

CITY OF LOS ANGELES

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

EXHIBIT "B"

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

Michael Chu

Mrs. Deborah Clare Lawrence,
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

1801 South Victoria Avenue, Los Angeles, CA 90019.
(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and Michael Chu and Mrs. Deborah Clare Lawrence (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Gallup Residence and located at the street address 1801 S. Victoria Ave, Los Angeles, California 90019, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On July 26, 2000: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. _____ pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. 98-1317); or, (b) The Property was determined to be a Contributing Structure to the La Fayette Square Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
   This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. **Renewal.**
   Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. **Standards for Historical Property.**
   During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. **Provision of Information of Compliance.**
Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. **Cancellation.**
City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. **Enforcement of Agreement.**
In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. **Binding Effect of Agreement.**
The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

8. **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.

To City:
Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:
Name: Michael Chu and Mrs. Deborah Clare Lawrence
Address: 1801 S. Victoria Ave.
Los Angeles, CA 90019

9. **General Provisions.**
a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: _____
Owner Signature*

Michael Chu 5/14/2015
Print Name Date

By: _____
Owner Signature*

Mrs. Deborah Clare Lawrence 5.14.2015.
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On May 14th, 2015 before me, Han Chun Jung, Notary public
(insert name and title of the officer)

personally appeared Michael Chu and Deborah Clare Lawrence,
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.

HAN CHUN JUNG
COMM. # 2088783
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
MY COMM. EXP. DEC. 3, 2018

Signature _____ **(Seal)**

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 1801 South Victoria Avenue, Los Angeles, CA 90019

OWNER(S) OF PROPERTY: Michael Chu and Mrs. Deborah Clare Lawrence

OWNER(S) MAILING ADDRESS: 1801 South Victoria Avenue, Los Angeles, CA 90019

HOME TELEPHONE: (323) 641-7571 WORK TELEPHONE:

MOBILE TELEPHONE: ALTERNATE TELEPHONE:

OWNER(S) EMAIL: asianartstudio@msn.com ALTERNATE EMAIL:

PROPERTY INFORMATION

Legal Description: TRACT: La Fayette Square BLOCK: BLK 4 LOT: 8 ARB: None

Assessor Identification Number (AIN): 5071 - 003 - 007 COUNCIL DISTRICT NO.: 10

PROPERTY PURCHASE DATE: 6/5/2013 MOST RECENT ASSESSED VALUE: $1,280,762.00

OWNER OCCUPIED: ◉ YES ○ NO USE: ◉ SINGLE-FAMILY DWELLING ○ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ○ YES ◉ NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ◉ YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ◉ NO

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: HCM NAME:

☑ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: Lafayette Square HISTORIC PROPERTY NAME: Gallup Residence

ORIGINAL CONSTRUCTION DATE: 1933 ARCHITECT(S): W E. Chadwick, Structural Engineer

ARCHITECTURAL STYLE: Mediterranean Revival

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

3·16·15 3·16·15

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Michael Chu Mrs. Deborah Clare Lawrence

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1801 South Victoria Avenue, Los Angeles, CA 90019

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☒ Maintenance ☐ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: HVAC

Cost $14,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2013

Description of work: Removed old HVAC unit. Installed new, far more efficient one.

☒ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Termites

Cost $700 (round to nearest dollar) Contract Year of Proposed Work Completion: 2013

Description of work: Annihilation of termites. Rehabilitation of damage caused by termites.

☒ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Interior surfaces

Cost $5,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2013

Description of work: Painted interior surfaces and trim of home.

☐ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Electric light fixtures

Cost $2,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2013

Description of work: Replacement of lighting fixtures with historically appropriate ones.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1801 South Victoria Avenue, Los Angeles, CA 90019

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☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Family room

Cost $2,300 (round to nearest dollar) Contract Year of Proposed Work Completion: 2013

Description of work: Installed replications of cabinets constructed of solid wood.

■ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Master bedroom balcony

Cost $800 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Rehabilitate and reseal original tiles on master bedroom balcony.

■ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Entry door

Cost $1,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Rehabilitate and repaint front entry door.

■ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Exterior window ledges

Cost $1,200 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Rehabilitate, reseal and repaint exterior window ledges.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1801 South Victoria Avenue, Los Angeles, CA 90019

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☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Driveway

Cost $5,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Remove broken cement masquerading as west end driveway. Replace original portion from west elevation of home to original garage/now recreation room.

☒ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: West lawn

Cost $4,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Landscape west lawn with drought tolerant plants and replace some of turf.

☒ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Residence

Cost $4,250 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Replace office/family room French doors added by previous owners, now rotting. Rehabilitate/replicate various deteriorated door thresholds in home.

☒ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: East lawn

Cost $6,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: Landscape east lawn with drought resistant trees, plants and turf.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1801 South Victoria Avenue, Los Angeles, CA 90019

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☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: Chimney

Cost $5,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Rehabilitate chimney, including replacing metal lining.

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: East entry Romanesque columns

Cost $6,000 *(round to nearest dollar)* *Contract Year of Proposed Work Completion:* 2021

Description of work: Demo Romanesque columns installed by former owner and replace with historically appropriate columns.

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: Stair tiles

Cost $1,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2022

Description of work: Rehabilitate original stair tiles.

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: Roof

Cost $4,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2023

Description of work: Rehabilitate original terra cotta roof tiles to restore roof to maximum usage.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1801 South Victoria Avenue, Los Angeles, CA 90019

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☒ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Stucco

Cost $2,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2024

Description of work: Rehabilitate cracks in exterior stucco of house.

☒ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Exterior surface

Cost $10,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2025

Description of work: Paint exterior of house, including trim pieces.

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $_____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $_____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

EXHIBIT "A"

CITY OF LOS ANGELES

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
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c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

James Brian Cain, Tustee of The James Brian Cain Living Trust

dated 4/9/1999,
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

4359 Victoria Park Place, Los Angeles CA 90019.
(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and James Brian Cain (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Charles C Hurd Residence and located at the street address 4359 Victoria Park Place, Los Angeles, California 90019, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On August 12, 2014: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. 1073 pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. 14-0969); or, (b) The Property was determined to be a Contributing Structure to the _____ Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
   This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. **Renewal.**
   Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. **Standards for Historical Property.**
   During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. **Provision of Information of Compliance.**
Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. **Cancellation.**
City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. **Enforcement of Agreement.**
In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. **Binding Effect of Agreement.**
The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

8. **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.

To City:
Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:
Name James Brian Cain
Address 4359 Victoria Park Place
Los Angeles CA 90019

9. **General Provisions.**
a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: James Brian Cain Trustee
Owner Signature*

James Brian Cain, Trustee 5/12/2015
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On May 12, 2015 before me, Twidale B Ward
(insert name and title of the officer)

personally appeared James Brian Cain Trustee
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.

TWIDALE B. WARD
Commission # 2026464
Notary Public - California
Los Angeles County
My Comm. Expires Jun 27, 2017

Signature _____ **(Seal)**

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 4359 Victoria Park Place Los Angeles, CA. 90019

OWNER(S) OF PROPERTY: James Brian Cain, Trustee of The James Brian Cain Living Trust dated 4/9/1999

OWNER(S) MAILING ADDRESS: 4359 Victoria Park Place Los Angeles, CA. 90019

HOME TELEPHONE: _____ WORK TELEPHONE: _____

MOBILE TELEPHONE: 323-823-3242 ALTERNATE TELEPHONE: _____

OWNER(S) EMAIL: jc6282@yahoo.com ALTERNATE EMAIL: _____

PROPERTY INFORMATION

Legal Description: TRACT: Victoria Park BLOCK: _____ LOT: 119 ARB: _____

Assessor Identification Number (AIN): 5082 - 014 - 027 COUNCIL DISTRICT NO.: 10

PROPERTY PURCHASE DATE: 05/26/2011 MOST RECENT ASSESSED VALUE: 1,013,766

OWNER OCCUPIED: (•) YES ( ) NO USE: ( ) SINGLE-FAMILY DWELLING ( ) MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ( ) YES (•) NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? (•) YES ( ) NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ( ) YES (•) NO

HISTORICAL SIGNIFICANCE

[■] HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: 1073 HCM NAME: Charles C Hurd Residence

[ ] CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1909 ARCHITECT(S): Los Angeles Building Company

ARCHITECTURAL STYLE: Arts and Crafts Tudor Revival Style

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

James Brian Cain Trustee 3/5/15 _____ _____

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

James Brian Cain, Trustee _____

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 4359 Victoria Park Place, Los Angeles CA 90019

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Seismic Retrofit of existing foundation

Cost $63,400 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: addition of a sister foundation and bolting to supplement original 1909 brick foundation. Permit finales 9/17/2014

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Install drainage system to divert rain gutter runoff from the foundation

Cost $4,000 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: grade rear of property, install french drain system, connect rain gutter runoff to french drain system

---

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: various cord and sash double hung windows

Cost $4,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: repair cord and sash double hung windows throughout the house to workable condition

---

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Front Entry Door

Cost $2,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: trim original front door and rehabilitate existing door sill to allow door to fully open and to seal at sill when closed.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 4359 Victoria Park Place, Los Angeles CA 90019

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Main Sewer Line

Cost $22,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: main sewer line is original 1909 cast iron pipe with no cleanout trap installed. Tree roots and age necessitate replacement.

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: cedar shingle exterior

Cost $8,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: treat existing cedar shingle exterior with clear water repelant stain

---

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $_____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: _____

Cost $_____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

EXHIBIT "A"

CITY OF LOS ANGELES

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

EXHIBIT "B"

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

Gary Leon Goldman

Judith Wyle Goldman,
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

1201 Westchester Pl. Los Angeles, CA 90019.
(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and Gary Leon Goldman & Judith Wyle Goldman (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the _____ and located at the street address 1201 Westchester Place, Los Angeles, California 90019, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On _____, _____: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. _____ pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. _____-_____); or, (b) The Property was determined to be a Contributing Structure to the OLYMPIC PARK Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
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2. **Renewal.**
Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

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   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. **Provision of Information of Compliance.**
Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. **Cancellation.**
City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

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are available to the City to pursue in the event that there is a breach of this Agreement. No waiver of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. **Binding Effect of Agreement.**
The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

8. **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.

To City:
Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:
Name: Gary Leon Goldman & Judith Wyle Goldman
Address: 1201 Westchester Pl.
Los Angeles, CA 90019

9. **General Provisions.**
a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: _____
Owner Signature*

Gary Leon Goldman 5/20/15
Print Name Date

By: _____
Owner Signature*

Judith Wyle Goldman 5/20/15
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On May 20th, 2015 before me, Han Chun Jung, Notary public
(insert name and title of the officer)

personally appeared Judith Wyle Goldman and Gary Leon Goldman,
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)**

HAN CHUN JUNG
COMM. # 2088783
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
MY COMM. EXP. DEC. 3, 2018

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 1201 Westchester Place Los Angeles, CA 90019

OWNER(S) OF PROPERTY: Gary Leon Goldman & Judith Wyle Goldman

OWNER(S) MAILING ADDRESS: 1201 Westchester Place Los Angeles, CA 90019

HOME TELEPHONE: 310-704-4760 WORK TELEPHONE: 310-704-4760

MOBILE TELEPHONE: 310-704-4760 ALTERNATE TELEPHONE: 310-766-0684

OWNER(S) EMAIL: judithwyle@yahoo.com ALTERNATE EMAIL: goldman.gary@gmail.com

PROPERTY INFORMATION

Legal Description: TRACT: Robert Marsh/ Westchester Plac BLOCK: None LOT: 7 & 8 ARB: None

Assessor Identification Number (AIN): 5081 - 020 - 016 COUNCIL DISTRICT NO.: 10

PROPERTY PURCHASE DATE: 11/21/12 MOST RECENT ASSESSED VALUE: 1,104,993

OWNER OCCUPIED: ● YES No USE: ● SINGLE-FAMILY DWELLING MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? YES ● NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ● YES No

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? YES ● No

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: _____

☑ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: Country Club Park HISTORIC PROPERTY NAME: The Mercereau House

ORIGINAL CONSTRUCTION DATE: 1909 ARCHITECT(S): Sumner Hunt & Wesley Eager

ARCHITECTURAL STYLE: Transitional Grand Bungalow with Prairie Style Features

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

4/1/15 4/01/15

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Gary Leon Goldman Judith Wyle Goldman

PRINT NAME PRINT NAME

EXHIBIT "A"

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 1201 Westchester Place Los Angeles, CA 90019

OWNER(S) OF PROPERTY: Gary Leon Goldman & Judith Wyle Goldman

OWNER(S) MAILING ADDRESS: 1201 Westchester Place Los Angeles, CA 90019

HOME TELEPHONE: (310) 704-4760 WORK TELEPHONE: (310) 704-4760

MOBILE TELEPHONE: (310) 704-4760 ALTERNATE TELEPHONE: (310) 766-0687

OWNER(S) EMAIL: judithwyle@yahoo.com ALTERNATE EMAIL: goldman.gary@gmail.com

PROPERTY INFORMATION

Legal Description: TRACT: Robert Marsh And Co's Westche: BLOCK: None LOT: 7 & 8 ARB: NON

Assessor Identification Number (AIN): 5081 - 020 - 016 COUNCIL DISTRICT NO.: 10

PROPERTY PURCHASE DATE: 11/20/2012 MOST RECENT ASSESSED VALUE: $1,104,993.00

OWNER OCCUPIED: (•) YES ( ) NO USE: (•) SINGLE-FAMILY DWELLING ( ) MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ( ) YES (•) NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? (•) YES ( ) NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ( ) YES (•) NO

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: _____

☒ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: Country Club Park HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1909 ARCHITECT(S): Sumner P. Hunt & Wesley Eager

ARCHITECTURAL STYLE: Transitional Grand Bungalow , Craftsman, Shingle with Prairie Elements

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

5/20/15 5/20/15

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Gary Leon Goldman Judith Wyle Goldman

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1201 Westchester Pl. Los Angeles CA 90019

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Structure-Main House , Bearing Wall settlement noticable

Cost $700+$20,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Evaluation by structural engineer to alleviate differential settlement at bearing walls bowing floorboards . Repair if needed or feasible

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Garage Accessory Living Quarter Rehabilitation

Cost $25,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Restoration of termite damage, exterior paneling, window replacement, Garage Door replacement, subfloor restoration and reinforcement,

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Structure, Floor Joists Main House

Cost $8,616 (round to nearest dollar) Contract Year of Proposed Work Completion: 2013

Description of work: Repair of Subfloor and replacement of sills & large span floor joists undermined by termite damage. Dining, Entry, Living Room

■ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Landscape & Roof Drainage- building & foundation protection

Cost $10,164 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: Arrange gutters, build french drains,gravel trenches, swales into underground gravity drains (house on berm) away from building into landscaping.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1201 Westchester Pl. Los Angeles, CA 90019

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☒ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: Roof -Main House

Cost $3000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Repair , recently discovered leak . Evaluate additional old roof/shingle, 1 to 2 story juncture to see if previous owner's repair was effective, repair as needed.

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: Plumbing

Cost $1500 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Trouble Shoot & Repair Leak from toilet area to downstairs plaster/cloth original ceiling in main entry. Added new toilet seal months ago, leak re-emerged.

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Foundation/ Seismic Re-mediation

Cost $20,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: 75% of load bearing walls bolted to concrete foundation.30%on brick perimeter foundation pieces need seismic re-enforcment Accessory building needs bolting

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☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: Brick perimeter foundation, 2 chimneys, porch columns, porch walls, Main House

Cost $20,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: All brick needs re-pointing, may need other seismic re-enforcing to complete bolting and secure chimneys

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EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1201 Westchester Pl. Los Angeles, CA, 90019

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Electrical

Cost $ 18,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2021

Description of work: Locating & Decommissioning remaining cloth wire and replace with safe modern electrical system, may require opening walls & plaster/wood repair.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Accessory Living Quarters

Cost $ 20,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Replace interior finishes with authentic, historically appropriate & compatible materials

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Sewer Line

Cost $ 875 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Video camera exploration of sewer line to access conditon and logevity, and plan for implementing needed repair/replacement. No current problems

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Ext. Shingles

Cost $ 6500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Repaint peeling shingles, inventory oversanded & damaged shingles, research replacements for wide tooth saw cut redwood replacements plan for installation

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1201 Westchester Pl. Los Angeles, CA 90019

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Exterior Hardscape

Cost $1800 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Repair or replace full length horizontal crack in main entry stairway to original state.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Stained Glass

Cost $3,750 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Remove and repair sagging,broken, Main Entry Stained Glass Windows, secure with sheathing without damaging entryway, Add reinforcement and re-install.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: Screen Doors and Iron Bars

Cost $ $8,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2022

Description of work: Replace with historically compatible screen doors & windows to restore original ventilation and security features

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Rafter Tails

Cost $7200 (round to nearest dollar) Contract Year of Proposed Work Completion: 2023

Description of work: Restore 1st and 2nd story rafter tails to original configuration, copied from a number of intact tails which remain on the building

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1201 Westchester Pl , Los Angeles, CA 90019

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Windows

Cost $35,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2022

Description of work: Restore original windows (some in attic) to functioning status. Most, currently painted shut. Restore pulleys and weights, plumb rough-out as needed

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Vinyl Windows

Cost $25,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2025

Description of work: Replace Vinyl Windows with original windows (after repairs done) and recreate lost ones form many on site examples.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Milling for Woodwork

Cost $5,700 (round to nearest dollar) Contract Year of Proposed Work Completion: 2022

Description of work: Create milling knives to restore damged window muntins, and all other historic millwork in disrepair. To be stored with house and kept there in perpetuity

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Rear Patio

Cost $_____ (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Remove tile min. 1' from foundation, regrade, improve drainage and reopen needed access to crawl space underneath.

EXHIBIT "A"

CITY OF LOS ANGELES

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

EXHIBIT "B"

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

Eric Nero Smeraldo

Ariana Smeraldo ,

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

1212 Westchester Place, Los Angeles, CA 90019 .

(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and Eric Nero Smeraldo and Ariana Smeraldo (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Dr. Thomas Griffin Residence and located at the street address 1212 Westchester Place, Los Angeles, California 90019, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On August 20, 2010: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. _____ pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. 06-2368); or, (b) The Property was determined to be a Contributing Structure to the Country Club Park Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
   This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. **Renewal.**
   Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. **Standards for Historical Property.**
   During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. **Provision of Information of Compliance.**
Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. **Cancellation.**
City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. **Enforcement of Agreement**.
In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. **Binding Effect of Agreement.**
The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

8. **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.

To City:
Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:
Name: Eric Nero Smeraldo and Ariana Smeraldo
Address: 1212 Westchester Place
Los Angeles, CA 90019

9. **General Provisions.**
a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: _____
Owner Signature*

Eric Nero Smeraldo 5/20/15
Print Name Date

By: _____
Owner Signature*

Ariana Smeraldo 5/20/15
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 1212 Westchester Place, Los Angeles, CA 90019

OWNER(S) OF PROPERTY: Eric Nero Smeraldo and Ariana Smeraldo

OWNER(S) MAILING ADDRESS: 1212 Westchester Place, Los Angeles, CA 90019

HOME TELEPHONE: (323) 373-0205 WORK TELEPHONE: (213) 864-0051

MOBILE TELEPHONE: ALTERNATE TELEPHONE:

OWNER(S) EMAIL: nero@ensbuilders.com ALTERNATE EMAIL:

PROPERTY INFORMATION

Legal Description: TRACT: R.M. and Co. Westchester Place BLOCK: None LOT: 31 ARB: 2

Assessor Identification Number (AIN): 5081 - 021 - 011 COUNCIL DISTRICT NO.: 10

PROPERTY PURCHASE DATE: 12/18/2014 MOST RECENT ASSESSED VALUE: $895,000.00

OWNER OCCUPIED: (•) YES ( ) NO USE: (•) SINGLE-FAMILY DWELLING ( ) MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ( ) YES (•) NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? (•) YES ( ) NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ( ) YES (•) NO

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: HCM NAME:

☑ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: Country Club Park HISTORIC PROPERTY NAME: Dr. Thomas Griffin Residence

ORIGINAL CONSTRUCTION DATE: 1948 ARCHITECT(S): Ralph A. Vaughn, designer

ARCHITECTURAL STYLE: Mid-Century Modernist

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

OWNER SIGNATURE — DATE: 3.14.15

OWNER SIGNATURE — DATE: 3/14/15

Eric Nero Smeraldo

PRINT NAME

Ariana Smeraldo

PRINT NAME

EXHIBIT "A"

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On 05/20/2015 before me, Mariu Centeno Notary Public
(insert name and title of the officer)

personally appeared ERIC NERO Smeraldo AND Ariana Smeraldo
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 Mariu Centeno (Seal)

MARIU CENTENO
COMM. #2038532
Notary Public - California
Los Angeles County
My Comm. Expires Aug. 24, 2017

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1212 Westchester Place, Los Angeles, CA 90019

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Faux brick & shag carpet

Cost $1,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2012

Description of work: Removed faux brick from stairway walls; removed shag carepet . Both installed by second owner.

■ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Plumbing

Cost $5,750 (round to nearest dollar) Contract Year of Proposed Work Completion: 2012

Description of work: Replaced horizontal leaking horizontal plumbing beneath house.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Window glazing

Cost $3,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2012

Description of work: Replaced broken window glazing.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Interior surfaces

Cost $9,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2012

Description of work: Painted all interior surfaces and trims.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1212 Westchester Place, Los Angeles, CA 90019

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Roof

Cost $5,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2012

Description of work: Rehabilitated several sections of roof.

■ Maintenance ☐ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Sump pump

Cost $400 (round to nearest dollar) Contract Year of Proposed Work Completion: 2012

Description of work: Replaced non-functional sump pump.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Wood work

Cost $2,750 (round to nearest dollar) Contract Year of Proposed Work Completion: 2012

Description of work: Rehabilitated deteriorating woodwork and port window in living room.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Exterior surfaces

Cost $8,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2013

Description of work: Rehabilitated stucco; painted all including trim work.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1212 Westchester Place, Los Angeles, CA 90019

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☒ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: Door hardware

Cost $ 700 (round to nearest dollar) Contract Year of Proposed Work Completion: 2013

Description of work: Replaced changed out door hardware with period appropriate hardware.

☐ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Windows

Cost $ 3,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2013

Description of work: Replaced 4 original, but severely deteriorated window sashes with replications of originals.

☒ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Bathroom & kitchen

Cost $ 17,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Replaced deteriorated kitchen cabinets with custom built cabinets and re-tiled guest bathroom floor and replaced sink.

☐ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Cabinetry at top of stairs

Cost $ 6,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Built new cabinetry at top of stairs.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1212 Westchester Place, Los Angeles, CA 90019

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Stair railing

Cost $5,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Replaced stair railing that had been added by former owner and was not period appropriate.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Entry door

Cost $2,560 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Replaced inappropriate entry door and step added by former owner.

■ Maintenance ☐ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Play pavilion roof

Cost $5,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Apply new torch down roof to play pavilion.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Curved couch and bar of play pavilion

Cost $6,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Remove deteriorated sofa from play pavilion and replace with period appropriate upholstery. Rehabilitate bar area.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1212 Westchester Place, Los Angeles, CA 90019

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☒ Maintenance ☐ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Driveway

Cost $3,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Replace driveway

☒ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Landscape & hardscape

Cost $12,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Remove landscape at front installed by second owner and demo concrete in rear yard added by same. Replace with period appropriate,

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☐ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Windows

Cost $3,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Replace 3 non-period window sashes with period ones.

☒ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: AC system

Cost $450 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Rehabilitate AC system.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1212 Westchester Place, Los Angeles, CA 90019

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Doors & windows

Cost $ 8,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Replace several windows and doors installed by second owners with period appropriate ones.

■ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Roof

Cost $ 3,750 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Rehabilitate roof of home in several spots.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Front window sashes

Cost $ 15,400 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Replace front windows sashes adding period closures.

■ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Roof

Cost $ 18,650 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Re-do roof and prep for solar panels.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1212 Westchester Place, Los Angeles, CA 90019

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Solar panels

Cost $ 10,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Install solar panels on roof.

■ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Rear side patio

Cost $ _____ (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Rehabilitate rear side patio and insatll new surface.

■ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Water issues

Cost $ 20,677 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: Install new sump pump. French trench rear foundation.

■ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Exterior surfaces

Cost $ 18, 560 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Rehabilitate exterior surfaces and paint.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1212 Westchester Place, Los Angeles, CA 90019

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Play pavilion

Cost $7,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2022

Description of work: Replace entry door added by second owner and replace with period appropriate one.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Front area partition between private and public lawns and front gates

Cost $13,200 (round to nearest dollar) Contract Year of Proposed Work Completion: 2023

Description of work: Replace leaning front partition and re-do front gates.

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Front lawn

Cost $13,200 (round to nearest dollar) Contract Year of Proposed Work Completion: 2024

Description of work: Replace front lawn with turf.

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $_____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

EXHIBIT "A"

CITY OF LOS ANGELES

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

EXHIBIT "B"

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

Shunit Mor-Barak

Michal Mor-Barak,
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

1810 Westmoreland Blvd.
(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and Shunit Mor-Barak and Michal Mor-barak (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Contributing Property and located at the street address 1810 Westmoreland Blvd, Los Angeles, California 90006, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On _____, _____: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. _____ pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. _____-_____); or, (b) The Property was determined to be a Contributing Structure to the Harvard Heights Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
   This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. **Renewal.**
   Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. **Standards for Historical Property.**
   During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. Provision of Information of Compliance.

Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. Cancellation.

City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. Enforcement of Agreement.

In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. **Binding Effect of Agreement.**
The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

8. **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.

To City:
Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:
Name: Shunit Mor-Barak and Michal Mor-Barak
Address: 1810 Westmoreland Blvd.
Los Angeles, California 90006

9. **General Provisions.**
   a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: _____
Owner Signature*

Shunit Mor-Barak
Print Name Date

By: _____
Owner Signature*

Michal Mor-Barak
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

DONNA LEE ERCKMAN
COMM. #2027549
Notary Public - California
Los Angeles County
My Comm. Expires June 26, 2017

5/19/2013
See attached California acknowledgment

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On 5-19-2015 before me, Donna Lee Erckman, Notary Public
(insert name and title of the officer)

personally appeared Shunit Mor-Barak and Michal Mor-Barak
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 Donna Lee Erckman (Seal)

NRO1 DONNA LEE ERCKMAN
COMM. #2027549
Notary Public - California
Los Angeles County
My Comm. Expires June 26, 2017

NRO1 DONNA LEE ERCKMAN
COMM. #2027549
Notary Public - California
Los Angeles County
My Comm. Expires June 26, 2017 NRO1

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 1810 Westmoreland Blvd., Los Angeles, Ca 90006

OWNER(S) OF PROPERTY: Shunit Mor-Barak & Michal Mor-Barak

OWNER(S) MAILING ADDRESS: 1810 Westmoreland Blvd., Los Angeles, Ca 90006

HOME TELEPHONE: (707) 548-9145 WORK TELEPHONE: (707) 548-9145

MOBILE TELEPHONE: (707) 548-9145 ALTERNATE TELEPHONE: (707) 695-6650

OWNER(S) EMAIL: shunit.morbarak@usc.edu ALTERNATE EMAIL: shunitm@gmail.com

PROPERTY INFORMATION

Legal Description: TRACT: Westmoreland Heights BLOCK: None LOT: 48 ARB: None

Assessor Identification Number (AIN): 5074 - 019 - 008 COUNCIL DISTRICT NO.: 10

PROPERTY PURCHASE DATE: 10/18/2013 MOST RECENT ASSESSED VALUE: $541,005.00

OWNER OCCUPIED: (•) YES ( ) NO USE: (•) SINGLE-FAMILY DWELLING ( ) MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? (•) YES ( ) NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? (•) YES ( ) NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ( ) YES (•) NO

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: _____

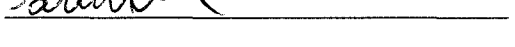
☑ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: Harvard Heights HISTORIC PROPERTY NAME: Unknown

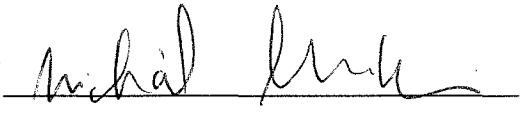
ORIGINAL CONSTRUCTION DATE: 1905 ARCHITECT(S): A.M. Edelway

ARCHITECTURAL STYLE: Craftsman/Tudor Revival

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.



3/26/15



3.29.15

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Shunit Mor-Barak Michal Mor-Barak

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

Address	Owner	Owner Occupied
2272 The Terrace Mountain Gate Los Angeles, CA 90049	Michel Mor-Barak	Yes

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1810 Westmoreland Blvd.

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Plumbing first and second floor

Cost $ 6300 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Replace required pipes with cast iron, fix sub-par workmanship on other pipes. Install toilet, sink, and fixtures in master bath and sleeping balcony, repair walls.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Electrical - 2nd floor

Cost $ 4200 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Complete rewire of second floor. Bring wiring, outlets, and switches up to code.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Update 3rd floor electrical

Cost $ 2950 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Bring wiring, outlets, and light switches up to code.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: 3rd floor bedrooms and halls - Remodel

Cost $ 6500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Install flooring, replace missing molding, install 5 3-panel doors, paint, repair and refinish stairs, convert attic space into storage, update heater and vents.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1810 Westmoreland Blvd

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: 3rd floor bath

Cost $ 4550 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: Re-tile, strip and repaint, install vent, replace bath fixtures.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: 3rd floor kitchen

Cost $ 9850 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Update appliances, rebuild cabinets and countertops, re-tile, install sink and faucets, install vent. 2019-2020

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Seismic Retrofit

Cost $ 12250 (round to nearest dollar) Contract Year of Proposed Work Completion: 2022

Description of work: Preparing the house for seismic activity. 2021-2022

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Update heating

Cost $ 3300 (round to nearest dollar) Contract Year of Proposed Work Completion: 2023

Description of work: Existing inoperable system must be redone to restore functionality and bring up to code.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1810 Westmoreland Blvd

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: 2nd floor master bath (gutted) and connected balcony

Cost $ 5900 (round to nearest dollar) Contract Year of Proposed Work Completion: 2024

Description of work: Re-tile, strip and refinish paint, secure unsafe balcony outside of bathroom,remove and replace ceiling with plaster,install vent 2023-2024

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Update - Electrical Panel

Cost $ 5700.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2025

Description of work: Power lines need to be re-routed, the circuit breaker box has to be relocated per the city, including extension lines for all existing cable runs.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Electrical work basement,1st floor

Cost $ 7025 (round to nearest dollar) Contract Year of Proposed Work Completion: 2026

Description of work: Replace outdated wiring, romove/replace outdated outlets, add outlets and light switches as required by code. Complete rewire of basement.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Landscaping - backyard - lawn

Cost $ 6475 (round to nearest dollar) Contract Year of Proposed Work Completion: 2027

Description of work: Removing glass in the dirt, poles, debris. Installing drought-tolerant ground cover, sprinklers and drip system. Replacing unsafe fencing on south side yard.

EXHIBIT "A"

CITY OF LOS ANGELES

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

EXHIBIT "B"

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

Christiane Jory

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

1965 North Whitley Avenue.

(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and Christiane Jory (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Contributing Party and located at the street address 1965 North Whitley Avenue, Los Angeles, California 90068, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On NA, NA: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. NA pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. NA-NA); or, (b) The Property was determined to be a Contributing Structure to the Whitley Heights Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
   This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. **Renewal.**
   Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. **Standards for Historical Property.**
   During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. **Provision of Information of Compliance.**
Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. **Cancellation.**
City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. **Enforcement of Agreement**.
In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. **Binding Effect of Agreement.**
The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

8. **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.

To City:
Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:
Name: Christiane Jory
Address: 1965 North Whitley Avenue
Los Angeles, CA 90068

9. **General Provisions.**
   a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: _____
Owner Signature*

Christiane Jory 4/22/15
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

CITY OF LOS ANGELES

NOTARY ACKNOWLEDGMENT FORM

The notarized signature of the majority representative owner or owners, as established by deed or contract, of the subject property or properties is required for the filing of this application. (Additional sheets may be attached.)

State of California

County of Los Angeles

On 05/01/2015 (DATE) before me, ALEX AROUTIOUNIAN (HERE INSERT NAME AND TITLE OF THE OFFICER), NOTARY PUBLIC personally

appeared Christiane Jory (NAME(S) OF SIGNER(S)),

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ who 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)

VRS1 ALEX AROUTIOUNIAN COMM. # 1983857 NOTARY PUBLIC - CALIFORNIA LOS ANGELES COUNTY My Comm. Expires July 28, 2016 VRS1

(PLACE NOTARY SEAL ABOVE)

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title of type of Document: **HISTORICAL PROPERTY CONTRACT**

Document Date: _____ Number of Pages _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
† Individual
† Officer
† Title(s): _____
† Partner — † Limited † General Partner
† Attorney-in-Fact
† Trustee
† Guardian or Conservator
† Other: _____

Signer is Representing:

_____

Signer's Name: _____
† Individual
† Corporate Officer
† Title(s): _____
† Partner — † Limited † General Partner
† Attorney-in-Fact
† Trustee
† Guardian or Conservator
† Other: _____

Signer is Representing:

_____

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 1965 North Whitley Avenue Los Angeles, CA 90068

OWNER(S) OF PROPERTY: Christiane Jory

OWNER(S) MAILING ADDRESS: 1965 North Whitley Avenue Los Angeles, CA 90068

HOME TELEPHONE: (323) 436-7477 WORK TELEPHONE: (310) 845-3024

MOBILE TELEPHONE: (213) 840-6331 ALTERNATE TELEPHONE:

OWNER(S) EMAIL: christianejory@gmail.com ALTERNATE EMAIL: christiane.jory@trailerpark.com

PROPERTY INFORMATION

Legal Description: TRACT: 3639 BLOCK: None LOT: 16 ARB: None

Assessor Identification Number (AIN): 5575 - 009 - 007 COUNCIL DISTRICT NO.: 4

PROPERTY PURCHASE DATE: 8/25/2005 MOST RECENT ASSESSED VALUE: $668,870.00

OWNER OCCUPIED: (•) YES ( ) NO USE: ( ) SINGLE-FAMILY DWELLING (•) MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ( ) YES (•) NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? (•) YES ( ) NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ( ) YES (•) NO

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: _____

☑ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: Whitley Heights HISTORIC PROPERTY NAME: Unknown

ORIGINAL CONSTRUCTION DATE: 1925 ARCHITECT(S): Unknown

ARCHITECTURAL STYLE: Mediterranean

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Christiane Jory Digitally signed by Christiane Jory DN: cn=Christiane Jory, o, ou, email=christianejory@gmail.com, c=US Date: 2015.03.10 15:01:54 -08'00' 3/10/15 _____ _____

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Christiane Jory _____

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1965 North Whitley Avenue

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Driveway

Cost $2300 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Level concrete and grade to direct water away from carport/furnace room.

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Main Water Inlet

Cost $1150 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Repair leak at source. Repair damaged stucco.

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Exterior Planning

Cost $7500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Assess structural issues, order as-builts and architect plans on the exterior elevations, in order for restoration to be completed with guidelines

---

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Chimney/Foundation Assessment

Cost $1800 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Structural Engineer inspection.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1965 North Whitley Avenue

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, *not modernization or construction of new* elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Electrical

Cost $ 4500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: Assess and update electrical throughout structure.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Exterior Concrete Ground Cover

Cost $ 9000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: Excavate "dumped" concrete surrounding structure. Restore areas with hard and soft landscaping.

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Exterior Stairs

Cost $ 4700 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: Assess structural issues. Remove epoxy coating. Repair concrete. Reinforce wooden set to porch. Tile treads and risers. Add appropriate banisters

---

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Exterior Drainage

Cost $ 2700 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: Cap dummy drains through out exterior walkways. Grade slopes and create channels for water to flow all the way to street.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1965 North Whitley Avenue

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: South Exterior Side Yard

Cost $5700 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Restore patio, replace stairs in southwest corner leading from ground to up around the house. Grade and replenish soil. Landscape.

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Elevator

Cost $4300 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Repair or remove exterior elevator. If repairing, apply finish or replace current landing metal frame with one which will blend in with era accurate iron work.

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Front Porch

Cost $4500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Removed epoxy coating on floor and with same section of ceiling of car port exposed, assess amount of resupport needed. Grade for proper drainage. Tile.

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Exterior wood work/framing

Cost $2200 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Strip, sand and refinish all windows doors and woodwork.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1965 North Whitley Avenue

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Rubbish Bin Storage

Cost $ 1800 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Build shed type container in style of house to disguise garbage bins

---

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Windows and Doors

Cost $ 9000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2022

Description of work: Replacements like for like for those that are not original or beyond repair.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Exterior Stucco and Paint

Cost $ 18900 (round to nearest dollar) Contract Year of Proposed Work Completion: 2023

Description of work: Entire dwelling and property walls. Repair, replace as necessary. Paint all.

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Interior wood floors

Cost $ 4500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2024

Description of work: Patch, repair and refinish where necessary.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1965 North Whitley Avenue

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Interior woodwork

Cost $ 4000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2023

Description of work: Strip lead paint, sand, refinish, repair and paint.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Interior wallls and ceilings

Cost $ 11000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2023

Description of work: Repair plaster. Replace sheet rocked walls. Sound proof and insulate for fire barrier between dwellings.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Eaves

Cost $ 7300 (round to nearest dollar) Contract Year of Proposed Work Completion: 2024

Description of work: Replace current metal eaves over side doors with style of versions over front doors. Add awnings to all south facing windows.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Fixtures

Cost $ 2700 (round to nearest dollar) Contract Year of Proposed Work Completion: 2023

Description of work: Replace all missing and updated fixtures: doorknobs, handles, locks,lights and light switches

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1965 North Whitley Avenue

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Fences and Gates

Cost $ 13,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2025

Description of work: Add iron fences and gates at rear and south and north sides of property.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: 1967 Unit (Kitchen and baths)

Cost $ 32,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2027

Description of work: Senior citizen updates from 1980-2004 has left little to be restored. Will plan to reconstruct with appropriate design and materials.

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: _____

Cost $ _____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $ _____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

EXHIBIT "A"

CITY OF LOS ANGELES

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

EXHIBIT "B"

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

Laurel R. Moreno

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

6697 Whitley Terrace.

(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and Laurel R. Moreno (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Vignola Residence and located at the street address 6697 Whitley Terrace, Los Angeles, California 90068, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On March 27, 1992 : (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. N/A pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. 92-0235); or, (b) The Property was determined to be a Contributing Structure to the Whitley Heights Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
   This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. **Renewal.**
   Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. **Standards for Historical Property.**
   During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. **Provision of Information of Compliance.**
Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. **Cancellation.**
City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. **Enforcement of Agreement.**
In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. **Binding Effect of Agreement.**
The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

8. **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.

To City:
Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:
Name Laurel R. Moreno
Address 6697 Whitley Terrace
Hollywood, CA 90068

9. **General Provisions.**
a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: Laurel R. Moreno
Owner Signature*

Laurel R. Moreno May 20, 2015
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

SEE ATTACHED DOCUMENT
dmB 05/20/2015

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above *MUST BE IDENTICAL to the printed names(s) on* the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT
(CALIFORNIA CIVIL CODE § 1189)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF Los Angeles)

On May 20 2015 before me, Amy Michelle Bart Notary Public
(*Date*) (*Here Insert Name and Title of the Officer*)

personally appeared Laurel R Moreno,
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.

AMY MICHELLE BART
Commission # 2073855
Notary Public - California
Los Angeles County
My Comm. Expires Jul 6, 2016

WITNESS my hand and official seal.

Amy Michelle Bart
Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Additional Information: _____

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 6697 Whitley Terrace, Los Angeles, CA 90068

OWNER(S) OF PROPERTY: Laurel R. Moreno

OWNER(S) MAILING ADDRESS: 6697 Whitley Terrace, Hollywood, CA 90068

HOME TELEPHONE: (323) 851-6678 WORK TELEPHONE:

MOBILE TELEPHONE: ALTERNATE TELEPHONE:

OWNER(S) EMAIL: laurelrg@aol.com ALTERNATE EMAIL:

PROPERTY INFORMATION

Legal Description: TRACT: Tract No. 3639 BLOCK: N/A LOT: 41 ARB: N/A

Assessor Identification Number (AIN): 5575 - 014 - 002 COUNCIL DISTRICT NO.: 4

PROPERTY PURCHASE DATE: 3/28/2008 MOST RECENT ASSESSED VALUE: $1,427,779.00

OWNER OCCUPIED: ● YES NO USE: ● SINGLE-FAMILY DWELLING MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? YES ● NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ● YES NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? YES ● NO

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: HCM NAME:

☑ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: Whitley Heights HISTORIC PROPERTY NAME: Vignola Residence

ORIGINAL CONSTRUCTION DATE: 1922 ARCHITECT(S): A. Hammond

ARCHITECTURAL STYLE: Spanish Colonial Revival

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Laurel R. Moreno 3/11/2015

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Laurel R. Moreno

PRINT NAME PRINT NAME

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 6697 Whitley Terrace, Hollywood, CA 90068

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Courtyard deck at French doors ad stucco above French doors.

Cost $3,400.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Repair hole in concrete and install Saltillo tile to match existing, and to repair damaged stucco above French Doors.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Roof

Cost $2,285.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Remove and replace in kind approximately 50 square feet of damaged roofing tile.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Tiles on living room floor by dining room.

Cost $1,200.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Remove 1970s tile and install historic marble to match original. Put the grout to seal the tiles to match room design.

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: Rear steps

Cost $3,839.92 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Replace damaged rear steps and replace drain pipe underneath them

---

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 6697 Whitley Terrace, Hollywood, CA 90068

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Exterior stucco

Cost $25,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Redo exterior stucco to eliminate non-historic "Spanish Lace" pattern and to bring back original texture.

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: Insurance

Cost $2,660.00 (round to nearest dollar) Contract Year of Proposed Work Completion:

Description of work: Annual homeowner's insurance premium.

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: DWP

Cost $283.05 (round to nearest dollar) Contract Year of Proposed Work Completion:

Description of work: Average monthly DWP expense.

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: Gas

Cost $61.64 (round to nearest dollar) Contract Year of Proposed Work Completion:

Description of work: Average monthly gas bill.

EXHIBIT "A"

CITY OF LOS ANGELES

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

EXHIBIT "B"

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

ERIC D. ANDERSEN

JEET KAUR R.SOHAL,
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

454 S. WINDSOR BOULEVARD.
(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and ERIC D. ANDERSEN AND JEET KAUR R. SOHAL (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Boos/Marsten-Tibbett..Home and located at the street address 454 S. Windsor Boulevard, Los Angeles, California 90020, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On N/A, N/A: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. N/A pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. N/A-N/A); or, (b) The Property was determined to be a Contributing Structure to the Windsor Square Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
   This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. **Renewal.**
   Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. **Standards for Historical Property.**
   During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. **Provision of Information of Compliance.**
Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. **Cancellation.**
City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. **Enforcement of Agreement**.
In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. **Binding Effect of Agreement.**
The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

8. **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.

To City:
Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: *Historical Property Contracts Manager*

To Owner:
Name: ERIC D. ANDERSEN AND JEET KAUR R. SOHAL
Address: 454 S. WINDSOR BOULEVARD
LOS ANGELES, CA 90020

9. **General Provisions.**
a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: _____
Owner Signature*

ERIC D. ANDERSEN
Print Name Date

By: _____
Owner Signature*

JEET KAUR R. SOHAL
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On May 14, 2015 before me, Neill Chambers Notary Public
(insert name and title of the officer)

personally appeared ERIC D. ANDERSEN AND JEET KAUR R. SOHAL
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.

NEILL CHAMBERS
COMM. # 1976665
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires MAY 26, 2016

Signature Neill Chambers (Seal)

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 454 S. Windsor Blvd. Los Angeles, Ca 90020

OWNER(S) OF PROPERTY: Eric D. Andersen and Jeet Sohal

OWNER(S) MAILING ADDRESS: 454 S. Windsor Blvd. Los Angeles, Ca 90020

HOME TELEPHONE: _____ WORK TELEPHONE: _____

MOBILE TELEPHONE: (323) 938-8787 ALTERNATE TELEPHONE: (310) 929-4301

OWNER(S) EMAIL: jeet@inspireddesigncreations.com ALTERNATE EMAIL: eric@westernstandardllc.com

PROPERTY INFORMATION

Legal Description: TRACT: TR 1390 BLOCK: None LOT: FR 81 ARB: None

Assessor Identification Number (AIN): 5504 - 003 - 001 COUNCIL DISTRICT NO.: 4

PROPERTY PURCHASE DATE: 7/1/2013 MOST RECENT ASSESSED VALUE: $4,750,000.00

OWNER OCCUPIED: (•) YES ( ) NO USE: (•) SINGLE-FAMILY DWELLING ( ) MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ( ) YES (•) NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? (•) YES ( ) NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ( ) YES (•) NO

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: _____

☑ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: Windsor Square HISTORIC PROPERTY NAME: Boos/Marsten-Tibbett....Home

ORIGINAL CONSTRUCTION DATE: 1918 ARCHITECT(S): Frank Meline

ARCHITECTURAL STYLE: Mediterranean Revival

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

OWNER SIGNATURE 3/20/15 DATE OWNER SIGNATURE 3/20/15 DATE

JEET SOHAL ERIC ANDERSEN

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 454 S. WINDSOR BLVD. LOS ANGELES, CA 90020

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Foundation

Cost $8,950 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Structural stabilization and bolting

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Chauffeur's Quarters

Cost $23,913 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Rehabilitated interior of chauffeur's quarters

---

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Landscape/Drainage

Cost $3,000 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Implemented better drainage and installed catch basins, drain lines, gutters

---

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Chimneys

Cost $15,530 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Rehabilitated existing chimneys

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 454 S. WINDSOR BLVD. LOS ANGELES, CA 90020

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Mop Sink (second floor)

Cost $450 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Repair inoperable mop sink on second floor

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Screens

Cost $10,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Rehabilitate copper retractable screens

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Butler's Pantry

Cost $6,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Rehabilitate Butler's Pantry (repairing existing cabinetry)

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Garden Pergola

Cost $50,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Repair deteriorated garden pergola

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 454 S. WINDSOR BLVD. LOS ANGELES, CA 90020

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Drainage/Irrigation

Cost $3,700 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Improve drainage and install more french drains and different irrigation

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Window

Cost $2,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Replace inappropriate replacement window in chauffeur's quarters

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Exterior Cast Stone

Cost $25,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Rehabilitate decorative cast stone elements on exterior

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Balcony Balustrade

Cost $5,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Restore balcony balustrade

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 454 S. WINDSOR BLVD. LOS ANGELES, CA 90020

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Garage Doors

Cost $ 10,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Replace garage doors with more period appropriate ones

---

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Windows and Doors

Cost $ 30,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Rehab all windows and doors (2017-2022) and add awnings to prevent sun damage

---

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Garden Green House

Cost $ 8,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Rehabilitate garden green house

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Stained Glass

Cost $ 6,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Restore and maintain stained glass windows in stair hall

---

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 454 S. WINDSOR BLVD. LOS ANGELES, CA 90020

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Woodwork and plaster

Cost $ 25,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Maintain and preserve existing woodwork and plaster throughout house

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Foundation

Cost $ 60,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Increase foundation stabilization

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Exterior Stucco

Cost $ 20,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Remove vines and repair stucco

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Fireplace (boys room)

Cost $ 20,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2022

Description of work: Repair fireplace in boys room

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 454 S. WINDSOR BLVD. LOS ANGELES, CA 90020

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Outdoor BBQ

Cost $3,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2022

Description of work: Remove inappropriate outdoor BBQ

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Hardscape

Cost $300,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2022

Description of work: Minimize/re-do hardscape in rear and side yards

---

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Interior and Exterior Finishes

Cost $100,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2025

Description of work: Repaint interior and exterior

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Roof

Cost $160,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2025

Description of work: Re-set roof (when needed)

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 454 S. Windsor Boulevard

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Walls

Cost $5,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Study the seismic capabilities of the residence wall construction because they might be made of unreinforced, hollow clay tile.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Roof

Cost $3,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Comprehensive repairs of flat roof area on north side of residence

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Site

Cost $8000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Master landscape plan that includes the rehabilitation of the pergola, details on rehabilitation of the hardscape and maintenance of the foliage on site.

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: HVAC System

Cost $4000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2021

Description of work: Remove HVAC condenser equipment from roof and relocate them elsewhere on the property

EXHIBIT "A"

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

EXHIBIT "B"

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

Antoine Jerard Bryant

Ina Martin Bryant,
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

1215 South Wilton Place, Los Angeles, CA 90019.
(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and Antoine Jerard Bryant and Ina Martin Bryant (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Residence by R. Falkenrath and located at the street address 1215 S. Wilton Place, Los Angeles, California 90019, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On August 20, 2010: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. _____ pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. 06-2638); or, (b) The Property was determined to be a Contributing Structure to the Country Club Park Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
   This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. **Renewal.**
   Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. **Standards for Historical Property.**
   During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. **Provision of Information of Compliance.**
Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. **Cancellation.**
City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. **Enforcement of Agreement.**
In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. **Binding Effect of Agreement.**
The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

8. **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.

To City:
Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:
Name: Antoine Jerard Bryant and Ina Martin Bryant
Address: 1215 S. Wilton Place
Los Angeles. CA 90019

9. **General Provisions.**
a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: Antoine Jerard Bryant 5-19-15
Owner Signature*

Antoine Jerard Bryant
Print Name Date

By: Ina Martin Bryant 5/19/15
Owner Signature*

Ina Martin Bryant
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of LOS ANGELES)

On 5/19/15 before me, LUCY KALAYDJIAN, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared Antoine Jerard Bryant & INA MARTIN BRYANT,
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.

LUCY KALAYDJIAN
Commission # 1965970
Notary Public - California
Los Angeles County
My Comm. Expires Feb 4, 2016

Signature _____ (Seal)

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 1215 South Wilton Place, Los Angeles, CA 90019

OWNER(S) OF PROPERTY: Antoine Jerard Bryant and Ina Martin Bryant

OWNER(S) MAILING ADDRESS: 1215 South Wilton Place, Los Angeles, CA 90019

HOME TELEPHONE: _____ WORK TELEPHONE: _____

MOBILE TELEPHONE: (323) 397-5880 ALTERNATE TELEPHONE: (310) 779-1290

OWNER(S) EMAIL: creativejd@att.net ALTERNATE EMAIL: creativeid@att.net

PROPERTY INFORMATION

Legal Description: TRACT: TR 1600 BLOCK: None LOT: 21 ARB: None

Assessor Identification Number (AIN): 5081 - 023 - 017 COUNCIL DISTRICT NO.: 10

PROPERTY PURCHASE DATE: 11/2/2007 MOST RECENT ASSESSED VALUE: $1,011,000.00

OWNER OCCUPIED: • YES NO USE: • SINGLE-FAMILY DWELLING MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? YES • NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? • YES NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? YES • NO

HISTORICAL SIGNIFICANCE

☐ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: _____

☒ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: Country Club Park HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1923 ARCHITECT(S): Rudolph Falkenrath, Jr.

ARCHITECTURAL STYLE: Mediterranean Revival

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Antoine Jerard Bryant 3-1-15 Ina Bryant 3-1-15

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Antoine Jerard Bryant Ina Martin Bryant

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1215 South Wilton Place, Los Angeles, CA 90019

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Hardwood floors

Cost $ 10,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2012

Description of work: Refinished hardwood floors, for years covered by carpeting.

■ Maintenance ☐ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Heating system

Cost $ 10,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2012

Description of work: Installed central heating system.

■ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Windows

Cost $ 5,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2012

Description of work: Rehabilitated all windows.

■ Maintenance ☐ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Foundation

Cost $ 5,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2012

Description of work: Earthquake retrofitted foundation.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1215 South Wilton Place, Los Angeles, CA 90019

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☒ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Interior surfaces

Cost $ 10,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2012

Description of work: Painted all interior surfaces and trims.

☐ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Electric lighting

Cost $ 11,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2012

Description of work: Changed entry way and dining room chandeliers to period ones; returned period sconces to living room.

☒ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Tiled roof

Cost $ 3,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2013

Description of work: Repair of tiled roof.

☒ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Exterior surfaces

Cost $ 10,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2013

Description of work: Painted all exterior surfaces.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1215 South Wilton Place, Los Angeles, CA 90019

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (*if applicable*) and *continue with work proposed to* complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Guest house

Cost $22,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2013

Description of work: Rehabilitated former servants quarters, now referred to as guest house.

■ Maintenance ☐ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Water heater

Cost $2,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2013

Description of work: Installed new water heater.

■ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Landscape

Cost $20,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Rehabilitated some landscape; filled out rest of landscape.

■ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Driveway

Cost $6,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Replicated decaying driveway.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1215 South Wilton Place, Los Angeles, CA 90019

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☒ Maintenance ☐ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Pest treatment

Cost $3,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Fumigated residence for termites.

☐ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Driveway gate

Cost $3,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Replaced broken driveway gate.

☐ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Guest bathroom

Cost $5,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Rehabilitated decaying guest bathroom.

☐ Maintenance ☒ Rehabilitation/Restoration ☒ Completed ☐ Proposed

Building Feature: Den

Cost $2,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Install period lighting fixture in den.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1215 South Wilton Place, Los Angeles, CA 90019

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☒ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Fig tree

Cost $3,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Remove fig tree impinging on foundation and plant a replacement fig tree.

☒ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Chimney

Cost $6,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Reinforce chimney.

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Electrical system

Cost $5,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Update any electricals in need.

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Garage doors

Cost $4,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: Replicate original garage doors.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1215 South Wilton Place, Los Angeles, CA 90019

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☒ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Roof

Cost $9,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2024

Description of work: Update rehabilitation of roof.

☐ Maintenance ☒ Rehabilitation/Restoration ☐ Completed ☒ Proposed

Building Feature: Second floor balcony

Cost $3,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2025

Description of work: Rehabilitate second floor balcony.

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $_____ *(round to nearest dollar)* *Contract Year of Proposed Work Completion:* _____

Description of work: _____

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $_____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

EXHIBIT "A"

CITY OF LOS ANGELES

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

Arnaud Levy and Tania Levy

Co-Trustees, Levy Landau Family Trust,

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

8941 Wonderland Park Avenue.

(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and Arnaud Levy and Tania Levy (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Zeiger House and located at the street address 8941 Wonderland Park Ave., Los Angeles, California 90046, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On March 31, 2015: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. TBD pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. 15-0193); or, (b) The Property was determined to be a Contributing Structure to the _____ Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. **Renewal.**
Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. **Standards for Historical Property.**
During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. **Provision of Information of Compliance.**
Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. **Cancellation.**
City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. **Enforcement of Agreement**.
In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. **Binding Effect of Agreement.**
The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

8. **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.

To City:
Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:
Name: Levy Landau Family Trust
Address: 8941 Wonderland Park Avenue
Los Angeles, CA 90046

9. **General Provisions.**
a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: _____
Owner Signature*

Arnaud Levy
Print Name Date

By: _____ 5-14-15
Owner Signature*

Tania Levy
Print Name Date

By: _____
Owner Signature*

_____
Print Name Date

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

CITY OF LOS ANGELES

CULTURAL HERITAGE COMMISSION APPLICATION FOR EXEMPTION FROM LIMITATION ON ELIGIBILITY FOR HISTORICAL PROPERTY CONTRACT

Los Angeles Administrative Code § 19.142 "Limitations on Eligibility" provides that:
...eligibility for Historical Property Contracts shall be limited... to buildings or structures with a pre-contract assessed valuation of $1,500,000 or less for Single-Family dwellings, and $3,000,000 or less for Multi-Family residential, commercial or industrial buildings, unless the individual property is granted an exemption from those limits by the Cultural Heritage Commission.

The Cultural Heritage Commission may grant exemption from the limitations imposed by this Section when:

(a) granting the exemption will assist in the preservation of a structure (including unusual and/or excessive maintenance requirements) that would otherwise be in danger of demolition, substantial alteration or relocation; and

(b) the structure is an exceptional Historic-Cultural Monument or Contributing Structure to an HPOZ; and

(c) granting the exemption will not cause the cumulative loss of property tax revenue to the City to exceed $2,000,000 annually.

1. **NAME:** Arnaud Levy & Tania Levy Co-Trustees, Levy Landau Family Trust
2. **ADDRESS:** 8941 Wonderland Park Avenue, Los Angeles, CA 90046
3. **ADDRESS OF PROPERTY:** 8941 Wonderland Park Avenue, Los Angeles, CA 90046
4. **HISTORIC-CULTURAL MONUMENT NUMBER:** TBD *or* **HPOZ:** _____
5. **TAX ASSESSED VALUATION (Attach a copy of your most recent tax bill): $** 2,699,554.00
6. **EXEMPTION CRITERION:** Granting the exemption will assist in the preservation of a structure that would otherwise be in danger of demolition, substantial alteration or relocation. ***A Historic Structure Report prepared for the property is attached.***

I, Arnaud Levy **, owner of the structure referenced above apply for exemption from the limitations contained in L.A.A.C. §19.142. I certify, under the penalty of perjury, that the information attached and provided above is accurate. Executed this** 14th **day of** May 14, 15 **, 2015, at** Los Angeles **, California.**

Arnaud Levy

Owner's Name (print or type) **Owners Signature**

For Office Use Only

A) Cumulative loss of more than $2,000,000? _____
B) Exceptional HCM or HPOZ Contributing Structure? _____
C) Specific threat to resource? Complete HSR submitted? _____

Percent above limit _____ % Three criteria satisfied? _____ Initial_____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On MAY 14, 2015 before me, Michael Gekht, Notary Public
(insert name and title of the officer)

personally appeared Arnaud Levy & Tania Levy,
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.

MICHAEL GEKHT
Commission # 2032629
Notary Public - California
Los Angeles County
My Comm. Expires Aug 2, 2017

Signature _____ (Seal)

Document Attached: Historical Property Contract

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 8941 Wonderland Park Avenue, Los Angeles, CA 90046

OWNER(S) OF PROPERTY: Arnaud & Tania Levy Co-Trustees, Levy Landau Family Trust

OWNER(S) MAILING ADDRESS: 8941 Wonderland Park Avenue, Los Angeles, CA 90046

HOME TELEPHONE: (323) 654-1970 WORK TELEPHONE: (323) 848-2948

MOBILE TELEPHONE: (310) 245-0729 ALTERNATE TELEPHONE: (323) 314-2530

OWNER(S) EMAIL: arnaud@meadvisors.com ALTERNATE EMAIL: alevy1970@yahoo.com

PROPERTY INFORMATION

Legal Description: TRACT: Tract No. 15007 BLOCK: N/A LOT: 29 ARB: N/A

Assessor Identification Number (AIN): 5564 - 015 - 043 COUNCIL DISTRICT NO.: 4

PROPERTY PURCHASE DATE: 9/18/2003 MOST RECENT ASSESSED VALUE: $2,699,554.00

OWNER OCCUPIED: (•) YES ( ) NO USE: (•) SINGLE-FAMILY DWELLING ( ) MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ( ) YES (•) NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? (•) YES ( ) NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ( ) YES (•) NO

HISTORICAL SIGNIFICANCE

[•] HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: _____ HCM NAME: Zeiger House

[ ] CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1958 ARCHITECT(S): Robert A. Kennard

ARCHITECTURAL STYLE: Contemporary Custom Ranch House

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

3/11/2015 3/13/15

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Arnaud Levy Tania Levy

PRINT NAME PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 8941 Wonderland Park Avenue, Los Angeles, CA 90046

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Front wooden fence.

Cost $ $3,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Rebuild front fence, which is falling apart.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Swimming pool plastering.

Cost $ 6,868.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Replaster swimming pool.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Swimming pool tile.

Cost $ $3,880.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Replace damaged pool tile to match original.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Pool lighting

Cost $ 2,350.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Update and rewire pool lighting to code.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 8941 Wonderland Park Avenue, Los Angeles, CA 90046

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Main pool drain and plumbing.

Cost $ $4,500.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Replumb pool drain. Install new returns and connect new plumbing system.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Pool deck

Cost $ 24,640.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Rebuild pool decking, keeping undamaged sections, matching new to original.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Rear concrete decks around house perimeter

Cost $ 3,500.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Even out deck where roots making slabs rise (especially outside guest room patio.).

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Windows and glass doors

Cost $ 10,500.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Rebuild or replace windows in kind. Frame is coming apart contributing to very poor insulation.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 8941 Wonderland Park Avenue, Los Angeles, CA 90046

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Windows and glass doors in remainder of house.

Cost $9,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Reinsulate windows and doors.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Concrete deck in garden.

Cost $2,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Repair and level deck in the garden.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Pool changing room.

Cost $4,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Restore outdoor changing room (pool house).

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Landscaping

Cost $20,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2022

Description of work: Restore Garrett Eckbo designed landscaping.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 8941 Wonderland Park Avenue, Los Angeles, CA 90046

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected *maintenance, restoration and replacement of historic features* on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Interior wood.

Cost $3,500.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2024

Description of work: Have wood specialist go over veneer in interior of house, patch damage/chips and service the cabinets.

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: Insurance

Cost $5,933.00 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Annual homeowners insurance premium.

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: Earthquake insurance

Cost $2,633.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2020

Description of work: Annual earthquake insurance payment.

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: DWP

Cost $600.00 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Average monthly DWP payment.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 8941 Wonderland Park Avenue, Los Angeles, CA 90046

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: Gas

Cost $ 300.00 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Average monthly gas payment.

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: Brush clearance

Cost $ 1,500.00 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Annual cost of hill side brush clearance.

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: Trees

Cost $ 600.00 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Annual cost of tree trimming.

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $ _____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 8941 Wonderland Park Avenue

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Site

Cost $ 5000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017

Description of work: Create a master landscape plan that proposes an integrated and comprehensive restoration of the Eckbo designed landscape.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Windows and exterior doors

Cost $ 2500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Conduct a window assessment to determine the best and most feasible method of preserving the windows and increasing their thermal resistance.

☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Chimney

Cost $ 3000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018

Description of work: Inspect chimney within first five years of contract

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☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed

Building Feature: Roof

Cost $ 3000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019

Description of work: Conduct a structural assessment of all wooden members that span more than 12 feet to assess structural integrity.

EXHIBIT "A"

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

EXHIBIT "B"

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 559
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

4908 York Boulevard LLC (being)

Brock Harris, Mathew Manner and Tara Manner,
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

4908 York Boulevard.
(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and
(LEAVE DATE BLANK UNTIL RECORDED)
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and 4908 York Boulevard LLC (hereinafter referred to as the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

(i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the York Blvd. Church of Christ and located at the street address 4908 York Boulevard, Los Angeles, California 90042, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

(iii) On July 30, 2014: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. 1071 pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. 14-0777); or, (b) The Property was determined to be a Contributing Structure to the _____ Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.

(iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

1. **Effective Date and Term of Agreement.**
   This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. **Renewal.**
   Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. **Standards for Historical Property.**
   During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
   a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
   b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

4. **Provision of Information of Compliance.**
Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

5. **Cancellation.**
City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

6. **Enforcement of Agreement.**
In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

7. **Binding Effect of Agreement.**
The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. 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 historic characteristics and significance of the Property for the benefit of the public and Owner.

8. **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.

To City:
Los Angeles Department of City Planning
200 North Spring Street, Room 559
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:
Name 4908 York Boulevard LLC
Address 2285 Hyperion Avenue
Los Angeles, CA 90027-4709

9. **General Provisions.**
   a. 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 them to be considered joint venturers or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations 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 attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. 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.

f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

10. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

11. Amendments.

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

12. Fees.

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____
Deputy Date

By: _____
MICHAEL J. LOGRANDE, Director of Planning Date

By: _____ 5/8/15
Owner Signature*

Brock Harris
Print Name Date

By: _____ 5/8/15
Owner Signature*

Matthew Manner
Print Name Date

By: _____
Owner Signature*

Tara Manner 5/6/15
Print Name Date

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney, Office of the City Attorney Date

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 4908 York Boulevard, Los Angeles, CA 90042

OWNER(S) OF PROPERTY: 4908 York Boulevard LLC c/o Brock Harris

OWNER(S) MAILING ADDRESS: 2285 Hyperion Avenue, Los Angeles, CA 90027-4709

HOME TELEPHONE: _____ WORK TELEPHONE: (323) 644-9081

MOBILE TELEPHONE: (213) 842-7625 ALTERNATE TELEPHONE: _____

OWNER(S) EMAIL: brock@silverlakerealestate.com ALTERNATE EMAIL: _____

PROPERTY INFORMATION

Legal Description: TRACT: Highland Park Electric Tract BLOCK: G LOT: 2 & 3 ARB: N/A

Assessor Identification Number (AIN): 5477 - 002 - 002 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: 6/20/2013 MOST RECENT ASSESSED VALUE: _____

OWNER OCCUPIED: ○ YES ◉ NO USE: ○ SINGLE-FAMILY DWELLING ◉ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ◉ YES ○ NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ◉ YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ◉ NO

HISTORICAL SIGNIFICANCE

☑ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: 1071 HCM NAME: York Boulevard Church of Christ

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1913 ARCHITECT(S): Train and Williams

ARCHITECTURAL STYLE: Craftsman-Tudor

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

OWNER SIGNATURE	DATE	OWNER SIGNATURE	DATE
			3/30/15
Brock Harris		MATTHEW MANNER	
PRINT NAME		PRINT NAME	

EXHIBIT "A"

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 4908 York Boulevard, Los Angeles, CA 90042

OWNER(S) OF PROPERTY: 4908 York Boulevard LLC c/o Matthew and Tara Manner

OWNER(S) MAILING ADDRESS: 2285 Hyperion Avenue, Los Angeles, CA 90027-4709

HOME TELEPHONE: _____ WORK TELEPHONE: (323) 644-9081

MOBILE TELEPHONE: (213) 842-7625 ALTERNATE TELEPHONE: _____

OWNER(S) EMAIL: brock@silverlakerealestate.com ALTERNATE EMAIL: _____

PROPERTY INFORMATION

Legal Description: TRACT: Highland Park Electric Tract BLOCK: G LOT: 2 & 3 ARB: N/A

Assessor Identification Number (AIN): 5477 - 002 - 002 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: 6/20/2013 MOST RECENT ASSESSED VALUE: _____

OWNER OCCUPIED: ○ YES ◉ NO USE: ○ SINGLE-FAMILY DWELLING ◉ MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ◉ YES ○ NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ◉ YES ○ NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? ○ YES ◉ NO

HISTORICAL SIGNIFICANCE

☑ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: 1071 HCM NAME: York Boulevard Church of Christ

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1913 ARCHITECT(S): Train and Williams

ARCHITECTURAL STYLE: Craftsman-Tudor

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

_____	_____	_____	3/18/15
OWNER SIGNATURE	DATE	OWNER SIGNATURE	DATE
Matthew Manner		Tara Manner	
PRINT NAME		PRINT NAME	

EXHIBIT "A"

REVISED JANUARY 2015

DocuSign Envelope ID: B52952CA-63BB-4002-BDB2-F3983048C6DA

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 4908 York Boulevard, Los Angeles, CA 90042

OWNER(S) OF PROPERTY: 4908 York Boulevard LLC c/o Brock Harris

OWNER(S) MAILING ADDRESS: 2285 Hyperion Avenue, Los Angeles, CA 90027-4709

HOME TELEPHONE: _____ WORK TELEPHONE: 323-644-9081

MOBILE TELEPHONE: 213-842-7625 ALTERNATE TELEPHONE: _____

OWNER(S) EMAIL: brock@silverlakerealestate.com ALTERNATE EMAIL: $550,005 ?

PROPERTY INFORMATION

Legal Description: TRACT: Highland Park Electric Tract BLOCK: G LOT: 2 & 3 ARB: N/A

Assessor Identification Number (AIN): 5477 - 002 - 002 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: 06/20/2013 MOST RECENT ASSESSED VALUE: _____

OWNER OCCUPIED: YES ● NO USE: SINGLE-FAMILY DWELLING ● MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? ● YES NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ● YES No

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? YES ● NO

HISTORICAL SIGNIFICANCE

☑ HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: 1071 HCM NAME: York Boulevard Church of Christ

☐ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: _____ HISTORIC PROPERTY NAME: _____

ORIGINAL CONSTRUCTION DATE: 1913 ARCHITECT(S): Train and Williams

ARCHITECTURAL STYLE: Craftsman-Tudor

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

DocuSigned by: Brock Harris C1758FFFD8E14AC... March 16, 2015

OWNER SIGNATURE DATE

Brock Harris

PRINT NAME

DocuSigned by: Matt Manner C0FC97A3EF8B426... March 23, 2015

OWNER SIGNATURE DATE

Matt Manner Tara Manner March 17, 2015

PRINT NAME

DocuSigned by: Tara Manner 34FE262014A143C...

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 4908 York Boulevard, Highland Park, CA 90042

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Plumbing

Cost $ 15,800.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Re-plumb church building with copper pipes and redo drainage

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☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Block wall

Cost $ 12,500.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Reinforce and restore block wall.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Chimney

Cost $ 3,500.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Repair chimney.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Rear retaining wall

Cost $ 6,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Repair and reinforce rear retaining wall.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 4908 York Boulevard, Highland Park, CA 90042

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Fireplace

Cost $720.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2014

Description of work: Repair fireplace and gas line to same.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Back wall

Cost $437.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Repainting back wall.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Driveway

Cost $4,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Replace concrete in driveway..

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Concrete.

Cost $1,080.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Repair concrete walks, etc.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 4908 York Boulevard, Highland Park, CA 90042

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Electrical

Cost $19,500.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Upgrade electrical system.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Windows and frames

Cost $22,906.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Repair windows and frames..

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Equipment rental

Cost $2,562.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Rental of scaffolding and other job related equipment.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Flooring

Cost $10,200.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Repair and refinish Douglas fir flooring in sanctuary and lofts.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 4908 York Boulevard, Highland Park, CA 90042

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☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Exterior paint

Cost $ 9,000.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Repaint exterior walls.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Windows and frames

Cost $ 13,350.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Repair windows and frames..

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Gas lines

Cost $ 6,700.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Repipe gas lines.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: HVAC

Cost $ 10,700.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Install new HVAC.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 4908 York Boulevard, Highland Park, CA 90042

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Sump pumps

Cost $ 1,500.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Install new sump pumps in basement..

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Exterior lighting

Cost $ 5,257.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Install new exterior lighting.

☐ Maintenance ■ Rehabilitation/Restoration ■ Completed ☐ Proposed

Building Feature: Landsacping

Cost $ 12,685.00 (round to nearest dollar) Contract Year of Proposed Work Completion: 2015

Description of work: Install drought tolerant landscaping.

■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: Insurance

Cost $ 2,500.00 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Annual insurance premium.

EXHIBIT "A"

CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 4908 York Boulevard, Highland Park, CA 90042

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☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: DWP

Cost $ 200.00 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Average monthly DWP payment.

☒ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: Gas

Cost $ 85.00 (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: Average monthly gas payment

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $_____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed

Building Feature: _____

Cost $_____ (round to nearest dollar) Contract Year of Proposed Work Completion: _____

Description of work: _____

EXHIBIT "A"

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On 5/8/15 before me, Elena Gavrielov, Notary Public
(insert name and title of the officer)

personally appeared Brock Harris, Matthew Manner and Tara Manner,
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.

ELENA GAVRIELOV
Commission # 2101698
Notary Public - California
Orange County
My Comm. Expires Mar 25, 2019

Signature _____ (Seal)

DocuSign SECURED

Certificate of Completion

Envelope Number: B52952CA63BB4002BDB2F3983048C6DA
Status: Completed
Subject: Please DocuSign this document: 04 Historical Property Contract Application 2015_0-1 copy.pdf
Source Envelope:
Document Pages: 1
Signatures: 3
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled

Envelope Originator:
Brock Harris
2235 Hyperion Ave.
Los Angeles, CA 90027
brock@silverlakerealestate.com
IP Address: 76.94.201.125

Record Tracking

Status: Original
3/16/2015 2:41:56 PM PT

Holder: Brock Harris
brock@silverlakerealestate.com

Location: DocuSign

Signer Events	Signature	Timestamp
Brock Harris brock@silverlakerealestate.com Broker/Owner Brock Real Estate Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 11/20/2012 5:28:41 PM PT ID: d8d3ac6f-2d56-489a-a3db-28e8baf6bb48	DocuSigned by: Brock Harris C1758FFFD8E14AC... Using IP Address: 76.94.201.125	Sent: 3/16/2015 2:47:30 PM PT Viewed: 3/16/2015 2:47:37 PM PT Signed: 3/16/2015 2:47:47 PM PT
Matt Manner mattmanner@gmail.com Broker Extraordinary Real Estate Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 12/30/2013 2:15:12 PM PT ID: 37d70004-3d55-47b5-94dd-ac27d68722ae	DocuSigned by: Matt Manner C0FC97A3EF8B426... Using IP Address: 104.173.175.67	Sent: 3/16/2015 2:47:31 PM PT Viewed: 3/23/2015 11:55:53 AM PT Signed: 3/23/2015 11:56:04 AM PT
Tara Manner taramanner@gmail.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 3/17/2015 12:26:28 PM PT ID: 4ce2fbe2-a94d-4a5c-8ef9-652ee431bb07	DocuSigned by: Tara Manner 34FE262014A143C... Using IP Address: 172.249.172.66	Sent: 3/16/2015 2:47:31 PM PT Viewed: 3/16/2015 3:43:14 PM PT Signed: 3/17/2015 12:26:55 PM PT

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**

Carbon Copy Events	Status	Timestamp
Charles Fisher arroyoseco@hotmail.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:	COPIED	Sent: 3/23/2015 11:56:05 AM PT

Notary Events		Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/23/2015 11:56:06 AM PT
Certified Delivered	Security Checked	3/23/2015 11:56:06 AM PT
Signing Complete	Security Checked	3/23/2015 11:56:06 AM PT
Completed	Security Checked	3/23/2015 11:56:06 AM PT

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, Brock Real Estate (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the â€˜I agreeâ€™ button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign â€œWithdraw Consentâ€• form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Brock Real Estate:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: brock@silverlakerealestate.com

To advise Brock Real Estate of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at brock@silverlakerealestate.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Brock Real Estate
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to brock@silverlakerealestate.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.
To withdraw your consent with Brock Real Estate

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to brock@silverlakerealestate.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows 2000Â¬/Windows XPÂ¬/Windows VistaÂ¬; Mac OS X
Browsers:	Final release versions of Internet Explorer 6.0Â¬ or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari 3.0 or above (Mac only)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the â€˜I agreeâ€™ button below.

By checking the â€˜I Agreeâ€™ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Brock Real Estate as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Brock Real Estate during the course of my relationship with you.

Attachment E

List of properties owned by Matthew and/or Tara Manner within the City of Los Angeles.

4013 Sequoia Street
Los Angeles CA 90039
APN 5593-029-023

1635 N. Avenue 54
Highland Park, CA 90042
APN 5479-010-020

2310 Meadowvale Avenue
Los Angeles CA 90031
APN 5445-020-018

4908 York Blvd,
Los Angeles, CA 90042-1610
APN 5477-002-002

Attachment E

List of properties owned by Brock Harris within the City of Los Angeles.

234, 234¼, 234½ South Vendome St.
Los Angeles CA 90057-1118
APN 5166-006-017

4017 Marmion Way
Los Angeles CA 90065-3149
APN 5451-013-016

2235 Hyperion Ave.
Los Angeles CA 90027-4709
APN 5430-010-015

1146 West 27th St.
Los Angeles CA 90007-2232
APN 5055-027-015

1152 West 37th St.
Los Angeles CA 90007-3952
APN 5040-033-013

1712,1714&1716 N. Morton Ave.
Los Angeles CA 90026-2614
APN 5429-010-019

1314 N. Maltman Ave & 1317 N. Tularosa Dr.,
Los Angeles CA 90026-6249
APN 5427-022-009

1484 Ridge Way
Los Angeles CA 90026-4300
APN 5405-008-010

18649 Vincennes St.
Northridge CA 91324-2952
APN 2763-006-021

5670/5672/5672.5 York Blvd.
Los Angeles CA 90042-2551
APN 5478-035-005

4818 Coliseum St.
Los Angeles CA 90016
APN 5030-004-012

795/797/799 E. Kensington Rd.
Los Angeles CA 90026-4426
APN 5405-019-017

5000 Coliseum St.
Los Angeles CA 90016
APN 5030-001-008

725-727 N. Benton Way
Los Angeles, CA 90026-3849
APN 5402-004-002

5009 York Blvd.
Los Angeles, CA 90042-1713
APN 5476-016-028

10554 Victory Blvd
North Hollywood, CA 91606-3922
APN 2414-019-018

1200-1202 Cypress Ave.
Los Angeles, CA 90065-1113
APN 5453-001-017

4908 York Blvd,
Los Angeles, CA 90042-1610
APN 5477-002-002

1815-1817 West Silver Lake Dr.
Los Angeles, CA 90026-1347
APN 5437-037-013

4430 Fountain Ave.
Los Angeles, CA 90029-2005
APN 5542-022-038

4516 Eagle Rock Blvd.
Los Angeles CA 90041
APN 5474-004-004

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS

Secretary of the Interior's Standards for Rehabilitation

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

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
c. Stagnant water or open excavations.
d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
e. Peeling exterior paint or unremoved/uncovered graffiti.
f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

Conditions

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

EXHIBIT "B"