### 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

Karen Swerdlow

(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

1132 5th Avenue

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

 THIS AGREEMENT is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_ 2016, by and \_\_\_\_\_\_

 (LEAVE DATE BLANK UNTIL RECORDED)

 between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and \_\_\_\_\_\_\_ Karen Swerdlow \_\_\_\_\_\_\_ (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 <u>Lillian N. Gibbs Residence</u> and located at the street address <u>1132 5th Avenue</u>, Los Angeles, California <u>90019</u>, (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.

HISTORICAL PROPERTY CONTRACT REVISED MARCH 2016

- NA : (a) the City Council of the City of Los Angeles (iii) On NA NA pursuant to Section 22.171.10 of declared the Property Historic-Cultural Monument No. NA NA the Los Angeles Administrative Code (Council File No. ); or, (b) The determined Property was to be а 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 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	Karen Swerdlow
	Address	1132 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

VINCENT P. BERTONI, AICP, Director of Planning		Date	
	By:	Owner Signature* Kar un Swerdhow	9 May
	Ву:	Print Name  Owner Signature*	Date
		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.

HISTORICAL PROPERTY CONTRACT REVISED MARCH 2016

# CALIFORNIA ALL- PURPOSE CERTIFICATE OF 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	}
name(s) is/are subscribed to the within he/she/they executed the same in his/h	(Here insert name and title of the officer) factory evidence to be the person(s) whose instrument and acknowledged to me that pertheir authorized capacity(ies), and that by nent the person(s), or the entity upon behalf of
the foregoing paragraph is true and cor WITNESS my hand and official seal.	JASON JUN LEE Commission No.2120007 NOTARY PUBLIC-CALIFORNIA LOS ANGELES COUNTY My Comm Expires JULY 18, 2019
Notate Public Signature (N	otary Public Seal)
ADDITIONAL OPTIONAL INFORMAT DESCRIPTION OF THE ATTACHED DOCUMENT <u>Historical fregenty</u> Contract (Title or description of attached document) (Title or description of attached document continued) Number of Pages Document Date 5 9/16	<ul> <li>INSTRUCTIONS FOR COMPLETING THIS FORM         This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.     </li> <li>State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.</li> <li>Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.</li> <li>The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).</li> <li>Print the name(s) of document signer(s) who personally appear at the time of notarization.</li> </ul>
CAPACITY CLAIMED BY THE SIGNER  Corporate Officer  (Title)  Partner(s)  Attorney-in-Fact Trustee(s)  Other  2015 Version www.NotaryClasses.com 800-873-9865	<ul> <li>Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.</li> <li>The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.</li> <li>Signature of the notary public must match the signature on file with the office of the county clerk.</li> <li>Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.</li> <li>Indicate title or type of attached document, number of pages and date.</li> <li>Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).</li> <li>Securely attach this document to the signed document with a staple.</li> </ul>

### HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Avenue, Los Angeles, CA 90019	
Karen Swerdlow	
Avenue, Los Angeles, CA 90019	
WORK TELEPHONE:	
Alternate Telephone:	
Alternate Email:	
n na mananan na manana na manana m	
BLOCK: None LOT: 101 ARB: No	ne
- 016 COUNCIL DISTRICT NO.:	10
RECENT ASSESSED VALUE: \$584,026.00	
-Family Dwelling C Multi-Family/Commercial/	NDUSTRIAL
Y OF LOS ANGELES ARE NOTED ON A OF YOR YOU WITH THIS APPLICATION?	es 💽 NA
eles are PAID to date?	es 📿 No
LOS ANGELES DEPARTMENT OF C.Y	es 🙆 No
sygne excension of the second bound that fight of the sign monomer denomer and the sound memory memory of the sound second	<ul> <li>The state of provide states are states at</li> </ul>
DNE (HPOZ)	
ISTORIC PROPERTY NAME:	
CHITECT(S): No original permit nor print coverage	
aftsman	
	Avenue, Los Angeles, CA 90019   WORK TELEPHONE:   ALTERNATE TELEPHONE:   ALTERNATE EMAIL:     BLOCK: NONE   LOT: 101   ARB: NC   BLOCK: NONE   LOT: 101   ARB: NC   COUNCIL DISTRICT NO.:   RECENT ASSESSED VALUE:   \$584,026.00   EFAMILY DWELLING C MULTI-FAMILY/COMMERCIAL/I YOF LOS ANGELES ARE NOTED ON A YOF YOF ANGELES ARE NOTED ON A YOF YOF ANGELES DEPARTMENT OF C YO ELOS ANGELES DEPARTMENT OF MENT? ONE (HPOZ) HISTORIC PROPERTY NAME: CHITECT(S): No original permit nor print coverage

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

24568 16 DATE FES, b 0

**OWNER SIGNATURE** Karen Swerdlow

'DATE

OWNER SIGNATURE aren

Swerdlo

PRINT NAME

F PRINT NAME

EXHIBIT "A"

**Revised November 2015** 

### REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS:

## 1132 5th Avenue

Maintenance	Rehabilitation/Restoration	Completed	Propo	osed
	Water heater			,
Building Feature:				
<sub>Cost</sub> <u>\$</u> 1,500	(round to nearest dollar) Contract Year of Proposed	Work Completion:	2015	
Description of wor	<sub>k:</sub> Install tankless water heater.			
Maintenance	Rehabilitation/Restoration	Completed	🛛 Propo	osed
	Interior and exterior			
Building Feature:		**		
<sub>Cost</sub> <u></u> 10,500	) (round to nearest dollar) Contract Year of Proposed	Work Completion:	2015	
Description of wor	k: Prep and paint interior and exterior of residence.			
Description of wor				
Maintenance	Rehabilitation/Restoration	Completed	🛛 Propo	sed
	Rehabilitation/Restoration	Completed	🗆 Propo	osed
Building Feature:	Termite remediation			osed
			<ul><li>Propo</li><li>2015</li></ul>	osed
Building Feature:_ Cost \$ <u>2,500</u>	(round to nearest dollar) Contract Year of Proposed	Work Completion:	2015	osed
Building Feature:_ Cost \$ <u>2,500</u>	Termite remediation	Work Completion:	2015	osed
Building Feature: Cost \$ <u>2,500</u> Description of work	Termite remediation         (round to nearest dollar)       Contract Year of Proposed         k: Remediate termites in residence, historic mini-home (1	Work Completion: 911) and garag	2015 ge.	
Building Feature:_ Cost \$ <u>2,500</u>	Termite remediation        (round to nearest dollar)       Contract Year of Proposed         k: Remediate termites in residence, historic mini-home (1         Rehabilitation/Restoration	Work Completion:	2015	
Building Feature: Cost \$ <u>2,500</u> Description of work	Termite remediation         (round to nearest dollar)       Contract Year of Proposed         k: Remediate termites in residence, historic mini-home (1	Work Completion: 911) and garag	2015 ge.	
Building Feature: Cost \$2,500 Description of work	Termite remediation        (round to nearest dollar)       Contract Year of Proposed         k: Remediate termites in residence, historic mini-home (1         Rehabilitation/Restoration         Plumbing	Work Completion: 911) and garag	2015 ge.	
Building Feature: Cost \$ <u>2,500</u> Description of work	Termite remediation        (round to nearest dollar)       Contract Year of Proposed         k: Remediate termites in residence, historic mini-home (1         Rehabilitation/Restoration	Work Completion: 911) and garag	2015 ge.	
Building Feature: Cost \$2,500 Description of work Maintenance Building Feature: Cost \$5,000	Termite remediation        (round to nearest dollar)       Contract Year of Proposed         k: Remediate termites in residence, historic mini-home (1         Rehabilitation/Restoration         Plumbing	Work Completion: 911) and garag	2015 ge.	

### REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS:

## 1132 5th Avenue

Maintenance	Rehabilitation/Restoration	Completed	Proposed
Building Feature:		Driveway	
<sub>Cost</sub> \$_1,500	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2016
Description of work	: Rehabilitate worst of driveway da	amage.	
Maintenance	Rehabilitation/Restoration	Completed	Proposed
Building Feature:		Trees	
<sub>Cost</sub> <u>\$</u> 12,000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2017
Description of work	: Trim all trees on property to keep gutters.	branches off roof and leaf build-up	from
Maintenance	Rehabilitation/Restoration	Completed	Proposed
Building Feature:	Driveway, s	sidewalk & hardscape	
<sub>Cost</sub> § 16,500	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2018
Description of work	Rehabilitate/replace cement drive pathways at rear of home.	eway and sidewalk in kind. Rehabilita	ate brick
Maintenance	Rehabilitation/Restoration	Completed	Proposed
Building Feature:	Windows,	eaves & beam ends	
<sub>Cost</sub> \$22,700	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2019
Description of work	Rehabilitate dry rot and termite d ends. Paint all rehabilitated surfa	amage in window frames, eaves and ces.	d beam

### REHABILITATION/RESTORATION/MAINTENANCE PLAN

## 1132 5th Avenue

PROPERTY ADDRESS:

Maintenance     Rehabilitation/Restoration	🗋 Completed 🛛 🗎 Proposed
Building Feature:	Decks
Cost \$_3,500 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2020
Description of work: Rehabilitate and re-stain decks.	
Maintenance     Rehabilitation/Restoration	🛛 Completed 🛛 🗮 Proposed
Building Feature:	Garage
Cost \$_6,500 (round to nearest dollar)	Contract Year of Proposed Work Completion:
Description of work: Pour new concrete pad; re-roof; r	ehabilitate clapboards, prep and paint.
Maintenance     Rehabilitation/Restoration	🗖 Completed 🛛 🗮 Proposed
Building Feature: Historic	mini-home [1911]
Cost \$23,500 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2022
Description of work: Rehabilitate mini-historic home: Renabilitate interior; add electricity;	e-roof; rehabilitate clapboards; clean out & ; re-putty window; prep & paint interior & exterior.
Anintenance Rehabilitation/Restoration	🗆 Completed 🛛 🖶 Proposed
Building Feature:	Furnace
Cost \$_12,000 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2023
Description of work: Replace old furnace with a new o	ones, zoned.

### REHABILITATION/RESTORATION/MAINTENANCE PLAN

## 1132 5th Avenue

PROPERTY ADDRESS: \_

Maintenance	Rehabilitation/Restoration	Completed	Proposed
Building Feature:		Interior surfaces	
<sub>Cost</sub> \$_10,000		Contract Year of Proposed Work Completion:	2024
Description of work	: Paint all interior surfaces.		
Maintenance	Rehabilitation/Restoration	Completed	Proposed
Building Feature:		Interior woodwork	
<sub>Cost</sub> <u>\$</u> 12,000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2025
Description of work	: There is much interior wood refinished.	work which must be routinely oiled and fi	nally
Maintenance	Rehabilitation/Restoration	Completed	Proposed
	Rehabilitation/Restoration	Completed Completed	Proposed Proposed
□ Maintenance Building Feature: Cost \$	·	Roof	2026
Building Feature: Cost \$\$		Roof Contract Year of Proposed Work Completion:	2026
Building Feature: Cost \$\$	(round to nearest dollar)	Roof Contract Year of Proposed Work Completion:	2026
Building Feature: Cost \$ Description of work	(round to nearest dollar)	Roof Contract Year of Proposed Work Completion:	2026
Building Feature: Cost \$ Description of work	(round to nearest dollar) Roof will be at end of life and Rehabilitation/Restoration	Roof Contract Year of Proposed Work Completion: d will need replacement.	2026
Building Feature: Cost \$ Description of work	(round to nearest dollar) Roof will be at end of life and Rehabilitation/Restoration	Roof Contract Year of Proposed Work Completion: d will need replacement.	2026
Building Feature: Cost \$ Description of work	(round to nearest dollar) Roof will be at end of life and Rehabilitation/Restoration (round to nearest dollar)	Roof Contract Year of Proposed Work Completion: d will need replacement.  Completed	2026
Building Feature: Cost \$ 12,500 Description of work Description of work Maintenance Building Feature: Cost \$	(round to nearest dollar) Roof will be at end of life and Rehabilitation/Restoration (round to nearest dollar)	Roof Contract Year of Proposed Work Completion: d will need replacement.  Completed	2026

### 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.

Ехнівіт "В"

### 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

LHREV One Bunker Hill, L.P.

(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

601 W. 5th Street, Los Angeles, CA 90017

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

 THIS AGREEMENT is made and entered into this
 day of
 2016, by and

 (LEAVE DATE BLANK UNTIL RECORDED)
 2016, by and

 between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and
 LHREV One Bunker Hill, L.P.

 (PRINT NAME OF EACH OWNER AS LISTED ON TITLE)
 (hereinafter referred to as the "Owner").

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 <u>One Bunker Hill</u> and located at the street address <u>601 West Fifth Street</u>, Los Angeles, California <u>90071</u>, (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 25 <sup>1988</sup> : (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. 347 pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. ); or, (b) The Property determined Structure was be а Contributing to the to 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 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 Address	Attn: Christopher C. Rising 523 W. 6th Street, Suite 600 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:

•	VINCENT P. BERTONI, AICP, Director of Plan	nning	Date
	Ву:	Owner Signature*	Rt
	Βγ:	Bryand Sanchez Print Name Manager, LHREV One Bunker H its gene ral partne. Owner Signature*	ill GP, UC,
		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.

## ALL-PURPOSE ACKNOWLEDGEMENT

State of Texas County of Harris

On May 27, 2016, before me, Rachel Perez, Notary Public, personally appeared Bryan B. Sanchez, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Public for the State of Texas Rachel Perez, Notary RACHEL PEREZ (Sea My Notary ID # 125807135 Expires August 18, 2018

## HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION		
PROPERTY ADDRESS: 601 W. 5th Street, Los Angele	es, CA 90071	
Owner(s) of Property: <u>LHREV One Bunker Hill, L</u>	Р	
OWNER(S) MAILING ADDRESS: 523 W. 6th Street, St	uite 600, Los Angeles, CA 90014	
Home Telephone:	Work Telephone: (323) 550-4850	
Mobile Telephone:	Alternate Telephone:	
OWNER(S) EMAIL: jeff.herrera@risingrp.com	Alternate Email: <u>n/a</u>	
PROPERTY INFORMATION	n e sa analan an ang ang ang ang ang ang ang ang an	hanan tanta a ayahata tanta kara ata tanta a a tanya aya an
Legal Description: TRACT: SEE CONTINUATION SHE	ЕТ ВLOCK: LOT: ARB:	
Assessor Identification Number (AIN): 5151	<u>017</u> <u>030</u> Council Distric	ст NO.: <u>14</u>
PROPERTY PURCHASE DATE: <u>10/6/2015</u>	Most Recent Assessed Value: <u>\$92,000,000.00</u>	
OWNER OCCUPIED: O YES O NO USE:	Single-Family Dwelling 💿 Multi-Family/ Comm	ercial/ Industrial
Addresses for all other property owned within separate sheet of paper, labeled "Attachment E		🔿 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 F BUILDING AND SAFETY OR THE LOS ANGELES HOUSING		🔿 YES 💿 NO
HISTORICAL SIGNIFICANCE	ของสมาร์สุขารรฐการที่สาราร์สร้างการสารสารสาราสาราราชสาราชสีวิธีที่ได้ที่มีสารสารสารสารสารการาสาราราชีวิธีที่ได้	unnen erennen andere för det en en som ander at en en eren er
• HISTORIC-CULTURAL MONUMENT (HCM)		
HCM NUMBER: <u>347</u> HCM NAME: One	Bunker Hill Building	
Contributor to a Historic Preservation O	verlay Zone (HPOZ)	
HPOZ NAME:	HISTORIC PROPERTY NAME:	
ORIGINAL CONSTRUCTION DATE: 1931	ARCHITECT(S): Allison & Allison	
ARCHITECTURAL STYLE: Art Deco		
PROPERTY CONTRACT.	PERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN H	listorical
Owner Signature Da	TE OWNER SIGNATURE	Date
Tyson Strutzenberg		
PRINT NAME	Print Name	
	EXHIBIT "A"	evised November 2015

### **REHABILITATION/RESTORATION/MAINTENANCE PLAN**

## PROPERTY ADDRESS: 601 W. 5<sup>th</sup> Street, Los Angeles, CA 90071

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, <u>NOT modernization, remodels, or construction of new elements</u>. 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: Lobby: Removal of security station	
Cost \$ <u>35,000</u> (round to nearest dollar) Contract Year of Proposed Work	Completion: 2016
Description of work: Remove non-historic security station in concourse area of floor as needed.	of lobby and patch and clean
■ Maintenance  □ Rehabilitation/Restoration  [	] Completed 🔳 Proposed
Building Feature: Passenger elevators: Mechanical	
Cost \$ <u>1,200,000</u> (round to nearest dollar) Contract Year of Proposed Work Co	mpletion: 2016 - 2018
Description of work: <b>Replace passenger elevator mechanisms with an upgrad</b> historic cabs.	ed system, maintaining
□ Maintenance ■ Rehabilitation/Restoration [	
	] Completed 🔳 Proposed
Building Feature: Elevator lobbies on six floors	] Completed ■ Proposed
Building Feature: Elevator lobbies on six floors	mpletion: 2016 - 2020 elevator lobbies. Repair or
Building Feature:       Elevator lobbies on six floors         Cost \$       300,000       (round to nearest dollar)       Contract Year of Proposed Work Co         Description of work:       Remove soffits to restore original volume and finishes or	mpletion: 2016 - 2020 elevator lobbies. Repair or . Install compatible lighting.
Building Feature:       Elevator lobbies on six floors         Cost \$       300,000       (round to nearest dollar)       Contract Year of Proposed Work Co         Description of work:       Remove soffits to restore original volume and finishes or recreate hard lid ceiling and surrounding molding. Clean and repair marble	mpletion: 2016 - 2020 elevator lobbies. Repair or a. Install compatible lighting.
Building Feature:       Elevator lobbies on six floors         Cost \$       300,000       (round to nearest dollar)       Contract Year of Proposed Work Co         Description of work:       Remove soffits to restore original volume and finishes or recreate hard lid ceiling and surrounding molding. Clean and repair marble         Image:	mpletion: 2016 - 2020 elevator lobbies. Repair or Install compatible lighting. Completed Proposed

PAGE 1

### **REHABILITATION/RESTORATION/MAINTENANCE PLAN**

## PROPERTY ADDRESS: 601 W. 5<sup>th</sup> Street, Los Angeles, CA 90071

🗆 Maintenance 🔳 Rehabilitation/Restoration 🛛 🗆 Completed 🔳	Proposed
	roposed
Building Feature: Exterior: Architectural lighting	
Cost \$	017
	<u> </u>
Description of work: Create an LED exterior lighting scheme based on historic photos of the ear	lv exterior
lighting of the building.	,
ingriting of the building.	
■ Maintenance □ Rehabilitation/Restoration □ Completed ■	Proposed
	Froposeu
Building Feature: Exterior walls: Mortar joints	
Cost \$ <u>19,000</u> (round to nearest dollar) Contract Year of Proposed Work Completion: 20	)17
Cost 3(round to hearest donar) Contract real of Proposed work Completion	/1/
Description of work: Repoint deteriorated mortar joints in glazed terra cotta exterior walls.	
beschption of work. Report deteriorated mortal joints in glazed terra cotta exterior wails.	
■ Maintenance □ Rehabilitation/Restoration □ Completed ■	Proposed
	rioposed
Building Feature: Exterior walls: Sealant joints	
Cost \$	7
Description of work: Remove and replace deteriorated sealant at joints.	
beschption of work. Remove and replace detenorated search at joints.	
□ Maintenance ■ Rehabilitation/Restoration □ Completed ■	Proposed
	roposed
Building Feature: Main lobby historical pendant lighting and lighting upgrades	
Building Feature: Main lobby historical pendant lighting and lighting upgrades	
	17 - 2018
Building Feature:       Main lobby historical pendant lighting and lighting upgrades         Cost \$(round to nearest dollar)       Contract Year of Proposed Work Completion:	17 - 2018
	17 - 2018

### **REHABILITATION/RESTORATION/MAINTENANCE PLAN**

## PROPERTY ADDRESS: 601 W. 5<sup>th</sup> Street, Los Angeles, CA 90071

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, <u>NOT modernization, remodels, or construction of new elements</u>. 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: <u>Main lobby ceiling repairs</u>
Cost \$
Description of work: General in-painting, cleaning, etc. of lobby ceilings.
□ Maintenance ■ Rehabilitation/Restoration □ Completed ■ Proposed
Building Feature: <u>Greenhouse: 4<sup>th</sup> floor south terrace (5<sup>th</sup> St. frontage)</u>
Cost \$
Description of work: Remove greenhouse over building terrace located at fourth floor on south side of the building (main façade facing 5 <sup>th</sup> St.). Restore areas of exterior wall removed. Maintain terrace as usable outdoor space.
Maintenance  Rehabilitation/Restoration           Completed         Proposed
Building Feature: Exterior walls: brick and limestone
Cost \$
Description of work: Limited replacement of cracked and missing bricks (minor/rear facades). Repair corroded anchors and patch and clean limestone.
corroded anchors and patch and clean limestone.
corroded anchors and patch and clean limestone.MaintenanceRehabilitation/RestorationCompletedProposed

PAGE 3

Ехнівіт "А"

### **REHABILITATION/RESTORATION/MAINTENANCE PLAN**

## PROPERTY ADDRESS: 601 W. 5<sup>th</sup> Street, Los Angeles, CA 90071

Maintenance 🗆 Rehabilitation/Restoration
Building Feature:Exterior walls: Concrete
Cost \$ (round to nearest dollar) Contract Year of Proposed Work Completion: 2017 and 2023
Description of work: Rout and point cracks in concrete penthouse wall.
■ Maintenance  □ Rehabilitation/Restoration  □ Completed  ■ Proposed
Building Feature:Exterior walls and lintels: glazed terra cotta
Cost \$
Description of work: Repair selected deteriorated glazed terra cotta window lintels; replace in kind where necessary.
Maintenance 🗌 Rehabilitation/Restoration
Building Feature:Exterior walls: glazed terra cotta
Cost \$
Description of work: Remove all abandoned anchors and patch labels.
Maintenance 🗆 Rehabilitation/Restoration
Building Feature: Roof maintenance
Cost \$ (round to nearest dollar) Contract Year of Proposed Work Completion:2017-2026
Description of work: Perform regular roof maintenance at a cost of \$5,000 per year over the ten years of the plan.

### **REHABILITATION/RESTORATION/MAINTENANCE PLAN**

## PROPERTY ADDRESS: 601 W. 5<sup>th</sup> Street, Los Angeles, CA 90071

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, <u>NOT modernization, remodels, or construction of new elements</u>. 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 C Rehabilitation/Restoration	🗆 Completed 🔳 Proposed
Building Feature: Window openings	
Cost \$ <u>175,000</u> (round to nearest dollar) Contract Year of Proposed Work Co	ompletion: <u>2018-'19; 2021-'22</u>
Description of work: Replace perimeter sealant at punched window opening	s and wet seal.
Maintenance   Rehabilitation/Restoration	🗆 Completed 🔳 Proposed
Building Feature:Exterior Walls: Penetrations	
Cost \$(round to nearest dollar) Contract Year of Proposed Wor	k Completion: 2019
Description of work: Seal any unsealed penetrations over backer rod.	
Maintenance   Rehabilitation/Restoration	🗋 Completed 🔳 Proposed
<ul> <li>Maintenance</li> <li>Rehabilitation/Restoration</li> <li>Building Feature: Greenhouses on terraces</li> </ul>	☐ Completed ■ Proposed
Building Feature: Greenhouses on terraces	mpletion: <u>2019-2022</u> Paint to match existing
Building Feature: <u>Greenhouses on terraces</u> Cost \$ <u>105,000</u> (round to nearest dollar) Contract Year of Proposed Work Co Description of work: Replace perimeter sealant at greenhouses and wet seal facade. Although these are not historic features, this aspect of their main integrity of adjacent historic materials.	mpletion: <u>2019-2022</u> Paint to match existing
Building Feature:       Greenhouses on terraces         Cost \$ 105,000       (round to nearest dollar)       Contract Year of Proposed Work Co         Description of work:       Replace perimeter sealant at greenhouses and wet seal facade. Although these are not historic features, this aspect of their main integrity of adjacent historic materials.	mpletion: 2019-2022 Paint to match existing cenance directly affects

Description of work: Repair and replace as needed the various flat, built-up roof surfaces.

Page 5

### **REHABILITATION/RESTORATION/MAINTENANCE PLAN**

## PROPERTY ADDRESS: 601 W. 5<sup>th</sup> Street, Los Angeles, CA 90071

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, <u>NOT modernization, remodels, or construction of new elements</u>. 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:	12 <sup>th</sup> Floor executive/board suite				
Cost \$ <u>30,000</u>	(round to nearest dollar) Contract Year of Proposed Wor	k Com	pletion: 202	20	
	. If our reat to part variate during contract torm norfs		aintananaa	م به ما	

Description of work: If current tenant vacates during contract term, perform maintenance and conservation treatments on significant elevator lobby and board room spaces prior to next tenant's occupancy.

### 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.

Ехнівіт "В"

### 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

25089 Revocable Trust

Nancy Blacker Trustee

(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

2508 9th Ave. LA, CA 90018

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

THIS AGREEMENT is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_ 2016, by and \_\_\_\_\_\_ 2016, by and \_\_\_\_\_\_ between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and 25089 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 <u>HISTORICAL ADAMS RESIDENCE</u> and located at the street address <u>2508 9th Ave.</u>, Los Angeles, California <u>90018</u>, (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.

- \_: (a) the City Council of the City of Los Angeles (iii) On N/A 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 ); or, (b) The Property was determined to be а 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 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.



## 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: VINCENT P. BERTONI, AICP, Director of Planning Date District of Columbia: SS By: Sworn to and subscribed before me on Owner Signature\* the day of 9/2016 ne 2016 Nancy Blacker, Trustee of the 25089 Revocable Trust Notary Public's Signature My Commission Expires **Print Name** Date By: **Owner Signature\* Print Name** Date By: **Owner Signature\*** Print Name Date Lorna Barringer District of Columbia, Notary Public My Commission Expires June 14, 2018

APPROVED AS TO FORM MICHAEL N. FEUER, City Attorney

By:\_\_

Deputy City Attorney, Office of the City Attorney

Date

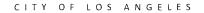
\* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

## HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION							
PROPERTY ADDRESS: 2508 9th Ave., LA, CA 900	)18						
OWNER(S) OF PROPERTY: 25089 Revocable Tru	<u>st</u>						-
OWNER(S) MAILING ADDRESS: 2508 9th Ave, LA	A, CA 90018						-
Home Telephone: <u>(310)</u> 435-4481		WORK TELEPHONE:	<u>(310) 458-7707</u>	,		<u></u>	
MOBILE TELEPHONE: <u>(310)</u> 804-8409		Alternate Teleph	one: <u>(310) 435</u> -	4481			
OWNER(S) EMAIL: <u>marcy@tricoast.com</u>		Alternate Email:	strath@tricoas	t.com			
PROPERTY INFORMATION							
Legal Description: TRACT:West Adams Te	rrrace	ВLOCК:11	LOT: _13	_ ARB: _nor	1e		
Assessor Identification Number (AIN): 5059	- <u>015</u>	- <u>013</u>	Council I	DISTRICT NO.:	_10		
PROPERTY PURCHASE DATE: _Jan. 14, 2016	Most Rece	INT ASSESSED VALUE:	\$925,00	)0			
Owner Occupied: 🖲 Yes 🖒 No Us	SE: 💽 SINGLE	-FAMILY DWELLING	C MULTI-FAMILY,	Commercial	/ Indus	TRIAL	
ADDRESSES FOR ALL OTHER PROPERTY OWNED WE SEPARATE SHEET OF PAPER, LABELED "ATTACHME				C	Yes (	🖲 NA	
TAXES ON ALL PROPERTY OWNED WITHIN THE CIT	Y OF LOS ANG	eles are PAID to da	TE?	C	Yes (	🔿 No	)
ARE THERE ANY OUTSTANDING ORDERS TO COMP BUILDING AND SAFETY OR THE LOS ANGELES HOL	ISING DEPART	MENT?			YES 🤇	) No	I
HISTORICAL SIGNIFICANCE		,	a di tanàn amin'ny faritr'o amin'ny faritr'o amin'ny faritr'o amin'ny faritr'o amin'ny faritr'o amin'ny faritr'		e on		
HISTORIC-CULTURAL MONUMENT (HCM)					le m		×
HCM NUMBER: HCM NAME:	The	R.H. Adams resid	lence	····	before	۹ 	2015
🗔 Contributor to a Historic Preservatio	N OVERLAY ZO	NE (HPOZ)		S	7	J	( 1
HPOZ NAME: West Adams Terrace	H	ISTORIC PROPERTY N	AME:	- 4	Scri	3	) i
ORIGINAL CONSTRUCTION DATE: 1911		снітест(s): <u>Arthur F</u>		Colum			st en en
ARCHITECTURAL STYLE: Arts and Crafts				ပိ 	and	day	is Sign
ARCHITECTURAL STYLE: <u>Arts and Crafts</u> I AM (WE ARE) THE PRESENT OWNER(S) OF THE I PROPERTY CONTRACT.	PROPERTY DES	CRIBED ABOVE AND	HEREBY APPLY F	ល DR AN HIST C		the '	Notary Public My Commiss
Many & Blacker	2/24/16						
OWNER SIGNATURE Nancy Blacker, Trustee Of The 25089 Revocable Trust	Date	Owner Signature			Date		
Nancy L. Blacker PRINT NAME	-	Print Name					

EXHIBIT "A"

Revised November 2015



### REHABILITATION / RESTORATION / MAINTENANCE PLAN

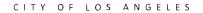
# PROPERTY ADDRESS: 2508 9th Ave., LA, CA 90018

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, <u>NOT modernization, remodels, or construction of new elements</u>. 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: Ext. home / Trees	
<u>800</u>	Contract Year of Proposed Work Completion:
Description of work: Tree limbs that were in contact with	th roof or hanging near roof were trimmed away.
Maintenance     Rehabilitation/Restoration	🖬 Completed 🛛 Proposed
Building Feature: Gutters	
Cost \$500. (round to nearest dollar)	Contract Year of Proposed Work Completion:
Description of work: Gutters were cleared to allow for and leaked into basement.	roof / drainage on North side of home
Maintenance C Rehabilitation/Restoration	🗆 Completed 🖬 Proposed
Tormita Extermination (a	
Building Feature:	nd other pests)
7110	nd other pests) Contract Year of Proposed Work Completion:
	Contract Year of Proposed Work Completion:
Cost \$_7440.       (round to nearest dollar)         Description of work: \$3,275.00(Funigation for drywood termites) TOTAL: \$4,235.00 (Repairs are excluded.) Repairs: \$2500 Bee Removal. \$225 / Rodent droppings/ traps noted in the attic. Have         Maintenance       Rehabilitation/Restoration	Contract Year of Proposed Work Completion:
Cost \$_7440.       (round to nearest dollar)         Description of work: \$3,275.00(Funigation for drywood termites) TOTAL: \$4,235.00 (Repairs are excluded.) Repairs: \$2500 Bee Removal. \$225 / Rodent droppings/ traps noted in the attic. Have         Maintenance       Rehabilitation/Restoration	Contract Year of Proposed Work Completion: 0
Cost \$_7440. (round to nearest dollar) Description of work: TERMITE WORK : \$ 960.00(Subterranean termites treatment) TOTAL: \$4,235.00 (Repairs are excluded.) Repairs: \$2500 Bee Removal: \$225 / Rodent droppings/ traps noted in the attic. Have Maintenance Rehabilitation/Restoration Building Feature: Ext. Front (W. side) 1000	Contract Year of Proposed Work Completion: 0

HISTORICAL PROPERTY CONTRACT APPLICATION REVISED MARCH 2016

Ехнівіт "А"



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Maintenance Rehabilitation/Restoration	🗌 Completed 📓 Proposed
Building Feature: Landscaping & Clearing	Alley / Garage
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:
Description of work: Clearing former back alley of bru structure	ish and vegetation that threatens Garage
□ 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:	

HISTORICAL PROPERTY CONTRACT APPLICATION REVISED MARCH 2016

### REHABILITATION/RESTORATION/MAINTENANCE PLAN

# PROPERTY ADDRESS: 2508 9th Avenue, LA, 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, <u>NOT modernization</u>, <u>remodels</u>, <u>or construction</u> <u>of new elements</u>. 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	🖾 Con	mpleted 🖬	Proposed
Building Feature:	lectrical; Full Upgrade			
<sub>Cost \$</sub> 15,000		Contract Year of Proposed Work Con	npletion: 1	
Description of work	Complete Service Rehab: wires too close to the r dead-front. Many receptacles not grounded. Knol irregular wiring splices. Exposed Romex type wiri noted in the crawl space. Non grounded outlets n	p-and tube wiring is covered with attic insula ing needs fixing. Exposed splices, missing b	ation. There are e box covers, expo	exposed and sed wiring
□ Maintenance	Rehabilitation/Restoration	Con	mpleted 🖬	Proposed
Building Feature:	nt. / Plumbing	· · · · · · · · · · · · · · · · · · ·		
<sub>Cost \$</sub> 1500	(round to nearest dollar)	Contract Year of Proposed Work Com	npletion: <u>1</u>	
Description of work:	Metal straps were used at ABS pipes - improper, poor workmans Missing handle at gate valve. Missing anti-siphon valve at hose I Fix oxidation at copper pipe solder joints. Rust/corrosion on pipe Need TPR valve installed. No drain pipes for the pressure relief	bibs. Active galvanized water supply pipes, considered to connections. Rusted and cracked cast iron drain piping in	be at end of life; nee	ds re-piping.
Maintenance	Rehabilitation/Restoration	🗌 Con	npleted 🖬	Proposed
Building Feature:	VAC System			
<sub>Cost \$</sub> 4000.	(round to nearest dollar)	Contract Year of Proposed Work Com	npletion: <u>1</u>	
Description of work:	Return air for lower level furnace is locate relocated. Missing air filter at basement he			
	Rehabilitation/Restoration	🗆 Con	mpleted 🗖	Proposed
Building Feature:	ardware			
<sub>Cost</sub> \$ 1500.	(round to nearest dollar)	Contract Year of Proposed Work Com	npletion:	
Description of work:	Repair extant and purchase/insta knob sets, plus some cabinet late	•	- missing 8	door

HISTORICAL PROPERTY CONTRACT APPLICATION REVISED MARCH 2016

### REHABILITATION/RESTORATION/MAINTENANCE PLAN

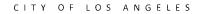
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Aintenance I Rehabilitation/Restoration	🗆 Completed 📓 Proposed
Building Feature: Air Cond / Heating Sy	ystems
Cost \$(round to nearest dollar)	0
Description of work: Both Air Conditioning and H	leating Systems need repair and maintenance.
Maintenance 🛛 Rehabilitation/Restoration	🖾 Completed 🖷 Proposed
Building Feature: Int. Home General Re	epair
Cost \$ 2000. (round to nearest dollar)	0
Description of work: need of patch/paint/repair. Windows won't of	Valls and ceilings have cracks and holes or minor damage at various areas - in open,doors won't stay shut, cracked windows & frames broken & falling apart,front or jam/trim damage in sun room, door drags on floor. Tiles, Tubs, Toilets need
Maintenance CRehabilitation/Restoration	🗆 Completed 🖬 Proposed
Building Feature: Roof repairs	
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:
Description of Work: Install either mortar-cap or sheet metal cap at top of child	ot and sealing roof tie-in as needed AND installing metal base flashing/ counter-flashing at roof tie-in. mney. alant and fiberglass membrane & installing permanent METAL FLASHING as needed.
Maintenance Rehabilitation/Restoration	🗆 Completed 📓 Proposed
Building Feature: Concrete Foundation	/ Earthquake Mitigation
Cost \$_12,000. (round to nearest dollar)	Contract Year of Proposed Work Completion:
Description of work:Bot structure per engineering 2story standard. 9' 12' from corners. and all br 	s cleanup.

Ехнівіт "А"

HISTORICAL PROPERTY CONTRACT APPLICATION REVISED MARCH 2016



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Maintenance  Rehabilitation/Restoration       Building Feature:	Completed	Proposed
Building Feature: Contrig Francers Cost \$500-1000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	3
Description of work: Loose Ceiling Boards in Englence		
Maintenance     B Rehabilitation/Restoration	Completed	Proposed
Building Feature: Venting Chimney		
Cost \$ 1000-5000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	3
	ood all vent through original brick venting chimney. Chimney e this function (repair/rebuild to such plans). It also requires	
Maintenance Rehabilitation/Restoration		
· · · · · · · · · · · · · · · · · · ·	Completed	Proposed
· · · · · · · · · · · · · · · · · · ·	L Completed	Proposed
Building Feature: Inglenook Flooring Cost \$500-3000 (round to nearest dollar)		Proposed
Building Feature: Inglenook Flooring	Contract Year of Proposed Work Completion:	3
Building Feature: Inglenook Flooring Cost \$500-3000 (round to nearest dollar) Description of work: remove non-original parquet floor	Contract Year of Proposed Work Completion:	3
Building Feature: Inglenook Flooring Cost \$500-3000 (round to nearest dollar) Description of work: remove non-original parquet floor flooring (if extant) or replicate/inst	Contract Year of Proposed Work Completion:	3 ardwood
Building Feature: Inglenook Flooring Cost \$500-3000 (round to nearest dollar) Description of work: remove non-original parquet floor flooring (if extant) or replicate/ins	Contract Year of Proposed Work Completion:	3 ardwood Proposed
Building Feature: Inglenook Flooring Cost \$500-3000 (round to nearest dollar) Description of work: remove non-original parquet floor flooring (if extant) or replicate/ins Maintenance Rehabilitation/Restoration Building Feature:	Contract Year of Proposed Work Completion:	3 ardwood Proposed

HISTORICAL PROPERTY CONTRACT APPLICATION REVISED MARCH 2016

### REHABILITATION/RESTORATION/MAINTENANCE PLAN

# PROPERTY ADDRESS: 2508 9th Avenue, LA, CA 90018

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□ Maintenance	Rehabilitation/Restoration	Completed		Proposed
Building Feature:	Main chimney			
<sub>Cost</sub> \$ 18,00		Contract Year of Proposed Work Completion:	3	
Description of work	The chimney flue does not have the the walls. There is no fire blocking in are open. The fireplace enclosure do	proper wood clearances where it is routed the chimney chase. The fireplace area in oor set is missing.	d up iteric	within Ir walls
Maintenance	Rehabilitation/Restoration	Completed		Proposed
Building Feature:	Fireplace / Bookcases			
<sub>Cost</sub> <u>\$</u> 6000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	3	
Description of work	existing materials and other Heineman house	riginal design in newspaper description of 1911 and s. Original tile material is "ironspot," which may not b Original mantel to be reinstalled (already stripped a	be ava	ailable.
Maintenance	Rehabilitation/Restoration	□ Completed		Proposed
Building Feature:	ighting Fixtures			
<sub>Cost</sub> \$5000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	4	
Description of work		oom to match originals (in 1911 photograph) / ch and install in living room, inglenook, mezza		
Maintenance	Rehabilitation/Restoration	Completed		Proposed
Building Feature:	Doors and Windows			
<sub>Cost</sub> <u>\$</u> 18,000		Contract Year of Proposed Work Completion:	4	******
Description of work	. Replace "updated" windows and doors throughout with New Doors: 10 (3 int, 5 ext.) New Windows: 13 Existing windows: Paint removal, Weather stripping, Fi	· · · · ·		

HISTORICAL PROPERTY CONTRACT APPLICATION REVISED MARCH 2016



# PROPERTY ADDRESS: 2508 9th Ave., LA, CA 90018

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Maintenance	Rehabilitation/Restoration	Completed	8	Proposed
Building Feature:	Exterior structure			
<sub>Cost</sub> <u>\$</u> 20,000		Contract Year of Proposed Work Completion:	5	
Description of work	Remove added on Balcony (Ext. South wall) Remove added on stones (Ext. fireplace, South a Remove Bay windows (Ext. South wall / inglenoo Repair rear stairway where separating from wall	ok) and replace with architecturally correct windows		
Maintenance	Rehabilitation/Restoration	Completed		Proposed
Building Feature:	stained Glass Windows			
<sub>Cost</sub> <u>\$</u> 300	(round to nearest dollar)	Contract Year of Proposed Work Completion:	5	
	replace one broken panel with S	LAG glass to match original		
Maintenance	Rehabilitation/Restoration	Completed		Proposed
		1		Proposed
	Rehabilitation/Restoration Dining Room and Living (round to nearest dollar)	1	5	Proposed
Building Feature: C Cost \$9,500	(round to nearest dollar)	Room Contract Year of Proposed Work Completion: e leaded glass windows on cabinets. Restore iring/refinishing specialty wood details where	5	
Building Feature:	(round to nearest dollar) (round to nearest dollar) Repair cabinetry and shelves and replace throughout in both rooms, rebuilding/repa broken,chipped, missing. Broken step at	Room Contract Year of Proposed Work Completion: e leaded glass windows on cabinets. Restore iring/refinishing specialty wood details where	5	
Building Feature:	(round to nearest dollar) (round to nearest dollar) Repair cabinetry and shelves and replace throughout in both rooms, rebuilding/repa broken,chipped, missing. Broken step at	Room Contract Year of Proposed Work Completion: e leaded glass windows on cabinets. Restore iring/refinishing specialty wood details where rear of mezzanine.	5 wood	
Building Feature:	(round to nearest dollar) (round to nearest dollar) Repair cabinetry and shelves and replace throughout in both rooms, rebuilding/repa broken,chipped, missing. Broken step at Rehabilitation/Restoration <b>Exterior / Repair / Paint</b>	Room Contract Year of Proposed Work Completion: e leaded glass windows on cabinets. Restore iring/refinishing specialty wood details where rear of mezzanine.	5 wood	

Ехнівіт "А"

HISTORICAL PROPERTY CONTRACT APPLICATION REVISED MARCH 2016

### REHABILITATION/RESTORATION/MAINTENANCE PLAN

# PROPERTY ADDRESS: 2508 9th Avenue, LA, 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, <u>NOT modernization, remodels, or construction of new elements</u>. 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 1 - downstairs	
	Contract Year of Proposed Work Completion:
Description of work: Complete rehab from floor to cei floor are not authentic to the per	
Maintenance     Rehabilitation/Restoration	🗆 Completed 🛛 🖻 Proposed
Building Feature: Bathroom - 2 "master ba	throom"
Cost \$_15,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:
Description of work: Complete rehab from floor to ceil are not authentic to the period. F	-
🗆 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 D Proposed
Building Feature:	
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:
Description of work:	

HISTORICAL PROPERTY CONTRACT APPLICATION REVISED MARCH 2016

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

# PROPERTY ADDRESS: 2508 9th Avenue, LA, 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, <u>NOT modernization, remodels, or construction of new elements</u>. 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 Window			
	Contract Year of Proposed Work Completion:	8	
Description of work: remove non-original door at base			ea to
Maintenance     Rehabilitation/Restoration	Completed		Proposed
Building Feature: Walls and ceilings (5/8 o	f home)		
Cost \$_10,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	8	Hereiter, fielen af af an
Description of work: Remove spray-on popcorn type re-plaster/repaint according to 19			
Maintenance     Rehabilitation/Restoration	Completed		Proposed
Building Feature: Garage			·····
	Contract Year of Proposed Work Completion:	8	
Description of work: needs finishing, int and ext. remo	ve non-original stucco, paint exterio	r.	
Maintenance CRehabilitation/Restoration	Completed		Proposed
Building Feature:			
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:		
Description of work:			
		NOCIMIE	

### REHABILITATION/RESTORATION/MAINTENANCE PLAN

# PROPERTY ADDRESS: 2508 9th Avenue, LA, 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, <u>NOT modernization, remodels, or construction of new elements</u>. 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.

· · · · · · · · · · · · · · · · · · ·	🗌 Completed	🖬 Proposec
Building Feature: Pergolas (2)		·
Cost \$25,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	9
Description of work: Rebuild original Pergola on sout	n and east of home.	
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature: Front Porch		
Cost \$_10,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	10
Description of work: restore original front porch, if fea	sible, if clear photos found	
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature: Fencing		
5000		10
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:	10
Cost S (round to nearest dollar) Description of work: Replace old fencing with architec	Contract Year of Proposed Work Completion:	10
		10
Description of work: Replace old fencing with archited		10
Description of work: Replace old fencing with archited	turally appropriate.	
Description of work: Replace old fencing with archited Maintenance Rehabilitation/Restoration Building Feature: Bathroom - 3 & 4 10 000	turally appropriate.	



# PROPERTY ADDRESS: 2508 9th Ave., LA, 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, <u>NOT modernization, remodels, or construction of new elements</u>. 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: Ext. Roof, Eaves, Soffits	, Fascia: House & Garage
Cost \$_40,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:
Description of work: deteriorating, drainage problems w/ standing water. Expos shingles. The gutter/downspout coverage is partial. Down	DWNSPOUT SYSTEM". Replace/Repair age defects/damage: sagging, rotting, peeling, ad fasteners need sealing. Multiple roof layers found. Flat roof areas have improper spouts terminate at foundation - poor location. Need to extend away. ctions at the attic structure which appear to require repairs,
□ Maintenance ■ Rehabilitation/Restoration	🗆 Completed 🛛 Proposed
Building Feature: Landscaping	
20.000	Contract Year of Proposed Work Completion:
Description of work: redo landscaping with period-app water-savings	propriate design that also considers
□ Maintenance ■ Rehabilitation/Restoration	🗆 Completed 🛛 🖥 Proposed
	🗆 Completed 📓 Proposed
□ Maintenance ■ Rehabilitation/Restoration Building Feature: Cost \$ <u>40,000</u> (round to nearest dollar)	· · · ·
Building Feature: Kitchen	Contract Year of Proposed Work Completion: 11
Building Feature: Kitchen Cost \$_40,000 (round to nearest dollar) Description of work: Remodeling had occurred in the 6	Contract Year of Proposed Work Completion: 11
Building Feature: Kitchen Cost \$40,000 (round to nearest dollar) Description of work: Remodeling had occurred in the earchitects style.	Contract Year of Proposed Work Completion: <u>11</u> 50's; needs renovation to confirm to original
Building Feature:       Kitchen         Cost \$_40,000       (round to nearest dollar)         Description of work: Remodeling had occurred in the earchitects style.         Image: Maintenance       Rehabilitation/Restoration	Contract Year of Proposed Work Completion: <u>11</u> 50's; needs renovation to confirm to original
Building Feature:       Kitchen         Cost \$_40,000       (round to nearest dollar)         Description of work: Remodeling had occurred in the earchitects style.         Maintenance       Rehabilitation/Restoration         Building Feature:	Contract Year of Proposed Work Completion: <u>11</u> 50's; needs renovation to confirm to original Completed D Proposed

HISTORICAL PROPERTY CONTRACT APPLICATION REVISED MARCH 2016

### 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

J. Dorian Frankel

(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

2895 West 15th Street

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

 THIS AGREEMENT is made and entered into this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_ 2016, by and \_\_\_\_\_\_\_

 (LEAVE DATE BLANK UNTIL RECORDED)

 between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and J. Dorian Frankel \_\_\_\_\_\_\_ (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 <u>House for E. L. Conner & Court Levi</u> and located at the street address <u>2895 West 15th Street</u>, Los Angeles, California <u>90006</u>, (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.

- NA NA : (a) the City Council of the City of Los Angeles (iii) On NA declared the Property Historic-Cultural Monument No. pursuant to Section 22.171.10 of NA NA the Los Angeles Administrative Code (Council File No. ); or, (b) The Property determined Contributing was to be а 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	J. Dorian Frankel 2895 West 15th Street
	Address	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

By:	VINCENT P. BERTONI, AICP, Director of Planning	Date
	By: Owner Signature*	
	J. Docian Frankel Print Name	<u>Slid</u> ie 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

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.

HISTORICAL PROPERTY CONTRACT REVISED MARCH 2016

# 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 10, 2016 before me, Daniel Parseghian, Notary Public personally appeared

J. Dorian Frankel who proved to me on the basis of satisfactory evidence to be

the person whose name is subscribed to the within instrument and acknowledged to me that she

executed the same in her authorized capacity, and that by her signature on the instrument the

person or entity upon behalf of which the person 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** 

. A Contraction Contraction	<u>de la construction de la const</u>	۰.
	DANIEL PARSEGHIAN	•
	Commission # 2130929	
X For J.S.	Notary Public - California 💈	
Z	Los Angeles County 🚆	1
	My Comm. Expires Nov 18, 2019	>
A darder dar dar dar dar	der Berline Ber	•

OPTIONAL

## **Description of Attached Document**

Title or Type of document: Historical Property Contract

Document Date: May 10, 2016

Signer(s) Other Than Named Above: None

# HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION	、 、	
PROPERTY ADDRESS:	2895 West 15th Street, Los Angeles, CA 90006	
Owner(s) of Property:	J. Dorian Frankel	
Owner(s) Mailing Address:2	895 West 15th Street, Los Angeles, CA 90006	
Home Telephone:	Work Telephone:	
MOBILE TELEPHONE: (310) 213-2332	ALTERNATE TELEPHONE:	
	Alternate Email:	
PROPERTY INFORMATION		na an anna an
Legal Description: TRACT: Harvard Heights	ВLOCK: <u>С</u> LOT: <u>14</u> А	RB: None
	- <u>004</u> - <u>018</u> Council Dis	
PROPERTY PURCHASE DATE: 1/20/2016	MOST RECENT ASSESSED VALUE: \$ 752,	000
OWNER OCCUPIED: • YES NO USE:	Single-Family Dwelling Multi-Family/ Co	MMERCIAL/ INDUSTRIAL
Addresses for all other property owned with separate sheet of paper, labeled "Attachment		Yes 🍝 NA
TAXES ON ALL PROPERTY OWNED WITHIN THE CITY O	of Los Angeles are PAID to date?	• YES NO
ARE THERE ANY OUTSTANDING ORDERS TO COMPLY BUILDING AND SAFETY OR THE LOS ANGELES HOUSI		Yes • No
HISTORICAL SIGNIFICANCE		
HISTORIC-CULTURAL MONUMENT (HCM)		
HCM NUMBER: HCM NAME:	-	
Contributor to a Historic Preservation	Dverlay Zone (HPOZ)	
HPOZ NAME: Harvard Heights	HISTORIC PROPERTY NAME: House for EL	Conner & Court Levi
ORIGINAL CONSTRUCTION DATE: 1905	ARCHITECT(S): Frank M. Tyle	≥r
ARCHITECTURAL STYLE:	Craftsman/Tudor Revival	
I AM (WE ARE) THE PRESENT OWNER(S) OF THE PR PROPERTY CONTRACT	OPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR	
OWNER SIGNATURE	DATE OWNER SIGNATURE	Date
J. Dorian Frankel		
Print Name	PRINT NAME	
	EXHIBIT "A"	Revised November 2015

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS:

# 2895 West 15th Street

Maintenance	Rehabilitation/Restoration	E Completed	Proposed
Building Feature:	In	terior surfaces	
<sub>Cost</sub> <u></u> 10,000	(round to nearest dollar)	Contract Year of Proposed Work Completion	2016
		contract real of Proposed work completion	•
Description of work	$_{\rm c}$ Prep/paint all interior surfaces		
Maintenance	Rehabilitation/Restoration	Completed	Proposed
Building Feature:		Floors	
<sub>Cost</sub> \$7,200	(round to nearest dollar)	Contract Year of Proposed Work Completion	2016
			•
Description of work	Rehabilitate, prep/re-finish all flo	ors	
· · · · · · · · · · · · · · · · · · ·			
Maintenance	Rehabilitation/Restoration	Completed	Proposed
Building Feature:		Bath tub	
<sub>Cost</sub> \$_500	(round to nearest dollar)	Contract Year of Proposed Work Completion	2016
CO3C \$		contract real of risposed work completion	•
Description of work	Refinish bath tub in ground floor	bathroom.	
Maintenance	Rehabilitation/Restoration	🗐 Completed	Proposed
Building Feature:	Ala	irm system	
<sub>Cost</sub> \$1,200			2016
	(round to poproct dollar)		
Cost \$	(round to nearest dollar)	Contract Year of Proposed Work Completion	
		Contract fear of Proposed Work Completion	

### REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: \_\_\_\_\_

# 2895 West 15th Street

Maintenance	□ Rehabilitation/Restoration	🖬 Compl	eted 🛛 Proposed
Building Feature:	· · · ·	Attic fan	
Cost \$ 750		Contract Year of Proposed Work Comple	etion: 2016
Description of work	$_{\rm k:}$ Installed attic fan for better air fl	ow and cooling.	
Maintenance	Rehabilitation/Restoration	🖬 Compl	eted 🛛 Proposed
Building Feature:	C	eiling lights	
<sub>Cost</sub> \$5,000	(round to nearest dollar)	Contract Year of Proposed Work Comple	etion: 2016
Description of work	c: Replaced 3 modern ceiling light	fixtures with period appropriate of	ones.
Maintenance	Rehabilitation/Restoration	Comple	eted 🛛 Proposed
Building Feature:	Chi	mney/fireplace	
<sub>Cost</sub> <u>\$</u> 42,250	) (round to nearest dollar)	Contract Year of Proposed Work Comple	etion: 2016
Description of work	. The chimney rehabilitation is go fireplace must also be rehabilitat		ng process and
Maintenance	Rehabilitation/Restoration	Comple	eted 🖬 Proposed
Building Feature:	Foundatio	on/seismic retrofitting	
<sub>Cost</sub> <u>\$</u> 54,250	) (round to nearest dollar)	Contract Year of Proposed Work Comple	etion: 2017
Description of work	Shore up house; dig & pour new foundation, dispose of soil & det	•	l plate to

### REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: \_\_\_\_\_

# 2895 West 15th Street

Maintenance	Rehabilitation/Restoration	Completed	Proposed
Building Feature:	(	Cellar	
<sub>Cost</sub> \$3,000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2018
Description of work	$_{\rm c}$ Rehabilitate lathe in cellar and re	e-plaster.	
Maintenance	Rehabilitation/Restoration	Completed	Proposed
Building Feature:	Entry do	or/kitchen exit door	
<sub>Cost</sub> \$4,000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2019
Description of work	: Rehabilitate/replicate entry door;	; rehabilitate rear exit from kitchen.	
Maintenance	Rehabilitation/Restoration	Completed	Proposed
Building Feature:	Ele	ctrical system	
<sub>Cost</sub> <u>\$</u> 13,500	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2020
Description of work	. Total up-grade of electrical system	em needed.	
Maintenance	Rehabilitation/Restoration	Completed	Proposed
Building Feature:	North	exterior deck	
<sub>Cost</sub> <u></u> 15,000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2021
Description of work	Re-build exterior deck which is ir	n dangerous/wretched condition.	

### REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS:

# 2895 West 15th Street

Maintenance	Rehabilitation/Restoration	Completed	Proposed
Building Feature:	Kit	chen	
Cost \$ 7,500	(maximal 6a, a constated allow)		2022
	(round to nearest dollar)	Contract Year of Proposed Work Completion:	
Description of work	Replace failing kitchen sink and	counter tops.	
□ Maintenance	Rehabilitation/Restoration	Completed	Proposed
Building Feature:		Exterior	
<sub>Cost</sub> \$ 17,500	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2023
Description of work	: Rehabilitate/replicate shingles, p	rep, prime, apply two coats exterior	paint.
Maintenance	Rehabilitation/Restoration	Completed	Proposed
Building Feature:		Attic	
<sub>Cost</sub> <u>\$</u> 4,500	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2024
Description of work	Install insulation in attic to aid cli	nate control of historic home	
Maintenance	Rehabilitation/Restoration	Completed	Proposed
Building Feature:	Ups	tairs bathroom	
<sub>Cost</sub> <u>\$</u> 11,000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2025

### REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS:

# 2895 West 15th 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, <u>NOT modernization, remodels, or construction of new elements</u>. 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: Fro	nt & rear yards	
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:	2026
Description of work: Rehabilitate/replace some of rea tolerant and landscape front law	r yard landscape making it more dro	
Maintenance     Rehabilitation/Restoration	E Completed	Proposed
Building Feature:		
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:	2016
Description of work:		
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature:		
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:	2016
Description of work:		
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature:		
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:	2016
Description of work:		

### 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

Hrout-Tania Tina Aghassian

Henrik Khodaverdi

(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

2251 W 20th Street, Los Angeles, CA 90018

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

 THIS AGREEMENT is made and entered into this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_ 2016, by and \_\_\_\_\_\_\_

 (LEAVE DATE BLANK UNTIL RECORDED)

 between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and Hrout-Tania Tina Aghassian & Henrik Khodaverdi \_\_\_\_\_\_\_ (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 <u>Contributing Property</u> and located at the street address <u>2251 W 20th Street</u>, Los Angeles, California <u>90018</u>, (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 а Contributing Structure to the Western 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 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	Hrout-Tania Tina Aghassian & Henrik Khodaverdi 2251 W 20th Street		
	Address	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

By

VINCENT P. BERTONI, AICP,	Director of Plann	ing	Date
	By:	Owner Signature*	5-31-2016
		Hrout-Tania Tina Agha	ssian
	Βγ:	Print Name Owner Signature* Henrik Khodaverdi	Date 5-3(-20[b
		Print Name	Date
	<b>D</b>		
	By:	Owner Signature*	
		Print Name	Date

### APPROVED AS TO FORM MICHAEL N. FEUER, City Attorney

Βγ:\_\_\_

Deputy City Attorney, Office of the City Attorney

Date

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 $05 - 31 - 2016$ before me,	ROD RAMSET, NOTARY PUBLIC, Here Insert Name and Title of the Officer AVERDE AND HAROVT - TANIA
personally appeared HENRIK KHIND	AVERNT AND HAR OUT -TANIA
	Name(s) of Signer(s)
TINA AGHASSIAN	
subscribed to the within instrument and acknowledge	ory evidence to be the person(s) whose name(s) <b>is</b> /are owledged to me that h <del>e/she</del> /they executed the same in y h <del>is/her</del> /their signature(s) on the instrument 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.
Jacob and a state of the state	WITNESS my hand and official seal.
ROD RAMSEY Commission # 2123537 Notary Public - California	Signature Rod Ramon Signature of Notary Public
Los Angeles County My Comm. Expires Sep 11, 2019	Signature of Notary Public
Diago Matary Soci Abaya	
Place Notary Seal Above	OPTIONAL
	his information can deter alteration of the document or this form to an unintended document.
Description of Attached Document	
	Document Date:
	Fhan Named Above:
Capacity(ies) Claimed by Signer(s)	

Capacity(ies)	Claimed by Signer(s)		
Signer's Name		Signer's Name:	·
Corporate Officer — Title(s):		Corporate O	fficer — Title(s):
🗌 Partner – 🛽	Limited 🗌 General		Limited 🗌 General
Individual	Attorney in Fact	🗌 Individual	Attorney in Fact
🛄 Trustee	Guardian or Conservator	Trustee	Guardian or Conservator
Other:		Other:	
	esenting:		esenting:
<b>č</b> 1	-	5	

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# HISTORICAL PROPERTY CONTRACT APPLICATION FORM

# OWNER INFORMATION

PROPERTY ADDRESS: 2251 W 20th Street, Los Ang	eles, C	A 90018				
OWNER(S) OF PROPERTY: Henrik Khodaverdi & Hro	out-Tar	nia Tina Agh	assian			
OWNER(S) MAILING ADDRESS: 2251 W 20th Street	, Los Ai	ngeles, CA 9	0018			
HOME TELEPHONE:		Work	Telephone	e: <u>(310) 837-0929</u>		
Mobile Telephone: <u>(213)</u> 706-8666		ALTERN	ATE TELEPI	HONE: (213) 706-79	992	
OWNER(S) EMAIL: <a href="https://www.enablink.net">khozanak1@earthlink.net</a>		ALTERN	ate Email	: hellojeeves@yah	00.com	
PROPERTY INFORMATION		a israel antisentari	a nawawan kawantik kala ta sa tana	a anna bas bairte 1994 a to chinean incastanan i cut	na na na seu anna an a	n taman kana a
Legal Description: TRACT: <u>C&amp;S Garfield Hts, E30' o</u>	of lot 23	<u>3 &amp;</u> ВLOCK: <u>N</u>	one	LOT: 24/23 (30')	ARB: None	
Assessor Identification Number (AIN): 5073	- 02	8	022	Council Di	STRICT NO.: 10	<u> </u>
PROPERTY PURCHASE DATE: 7/9/2015	Mo	ST RECENT A	ssessed V	alue: <u>\$785.00</u>		
OWNER OCCUPIED: • YES • NO USE:	🖲 Sin	gle-Family D	WELLING	C MULTI-FAMILY/ CO	OMMERCIAL/ IND	USTRIAL
Addresses for all other property owned within separate sheet of paper, labeled "Attachment E					💭 YES	💽 NA
TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF	F LOS A	NGELES ARE	PAID TO D	ATE?	YES	🔿 No
ARE THERE ANY OUTSTANDING ORDERS TO COMPLY I BUILDING AND SAFETY OR THE LOS ANGELES HOUSIN			ELES DEPAI	RTMENT OF	() Yes	No
HISTORICAL SIGNIFICANCE	artiste hitelise hereiteten and	hadanlargi anang i Alashi Al-Alashidan Mahan Ang a	ene en engen MMT 1. 5 - 9 Be e	talaat la wii aasaa ina ii koomoo oo sabaraa ka ooroo	пролоди, којал била ја се подеке, и у селитички	ng nan nan da sa she
HISTORIC-CULTURAL MONUMENT (HCM)						
HCM NUMBER: HCM NAME:						
• Contributor to a Historic Preservation O	VERLAY	ZONE (HPO)	Z)			
HPOZ NAME: Western Heights		HISTORIC F	ROPERTY	NAME: <u>Not Known</u>		
ORIGINAL CONSTRUCTION DATE: 1903		ARCHITECT(S	): <u>Not Kn</u>	own		
ARCHITECTURAL STYLE: Craftsman	<u></u>					
I AM (WE ARE) THE PRESENT OWNER(S) OF THE PRO PROPERTY CONTRACT.	PERTY	DESCRIBED A		HEREBY APPLY FOR	AN HISTORICA	L
2/	21/16	<	HT		2/2	21/16
OWNER SIGNATURE DA	TE	OWNER	Signature	E	DA	TE
Henrik Khodaverdi		Hrout-	Tania Tina	Aghassian		
Print Name		Print N	IAME			
	EX	HIBIT "A"			Revised Nove	mber 2015

# PROPERTY ADDRESS: 2251 W 20th Street, Los Angeles, CA 90018

Maintenance Rehabilitation/Restoration	🖬 Completed 🛛 Proposed
Interior - Wood Panels, Wainscoting, Doors, Mo	oldings, Baseboards, Windows Wood Frames
Cost \$25,000 (round to nearest dollar) Contract	t Year of Proposed Work Completion:
Description of work: Stripped many layers of existing paint to methods.	restore original woodwork using gentlest
Maintenance      Rehabilitation/Restoration	🖬 Completed 🛛 Proposed
Building Feature: Windows/Walls/Ceilings	
6,000	t Year of Proposed Work Completion:
Description of work: Inappropriate paint (including non-adher repainted, plaster spot repaired to avoid	ing type) removed. re-primed and deterioration
Maintenance     Rehabilitation/Restoration	Completed D Proposed
Building Feature: Exterior Building Surfaces - Loose F	Point
building reature:	
Cost \$ (round to nearest dollar) Contrac	2015
banang reature.	t Year of Proposed Work Completion: 2015
Cost \$ 5,000  (round to nearest dollar)  Contrac	t Year of Proposed Work Completion: 2015
Cost \$       5,000       Contract         Description of work: Stripped old paint and repaired loose pa         Image:	t Year of Proposed Work Completion: 2015 int surfaces and repainted
Cost \$_5,000 (round to nearest dollar) Contrac Description of work: Stripped old paint and repaired loose pa	t Year of Proposed Work Completion: 2015 int surfaces and repainted

# PROPERTY ADDRESS: 2251 W 20th Street, Los Angeles, CA 90018

Maintenance Rehabilitation/Restoration	E Completed 🛛 Proposed
Building Feature: Fireplace Phase I	
Cost \$2,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:
	th glass tile. Glass tile was affixed with tar. Batchelder tiles d mantle stripped of paint, lightly sanded and refinished.
Maintenance Rehabilitation/Restoration	🖬 Completed 🛛 Proposed
Building Feature: Garage Concrete Flooring	
Cost \$ \$1650 (round to nearest dollar)	Contract Year of Proposed Work Completion:
Description of work: Lot of the concrete flooring was resurfaced using similar paint.	missing in the Garage, desrepair corrected and
Maintenance Rehabilitation/Restoration	🖬 Completed 🛛 Proposed
Building Feature:	
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:
Description of work: Knob and Tube Wiring replaced Panel upgraded	
Maintenance     Rehabilitation/Restoration	E Completed D Proposed
Building Feature: 2nd Floor Jack & Jill Bathroor	
Building Feature: 2nd Floor Jack & Jill Bathroor Cost \$2,000 (round to nearest dollar)	n Plumbing

# PROPERTY ADDRESS: 2251 W 20th Street, Los Angeles, CA 90018

Maintenance Rehabilitation/Restoration	Completed	Proposed
Building Feature: Foundation Phase I		
Building Feature:		
Cost \$ 9,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2019
Description of work: Engage a licensed structural eng Brace /retrofit foundation	gineer	
□ Maintenance	Completed	Proposed
Building Feature: Windows & Outside Doors with	th Windows	
Cost \$(round to nearest dollar)	Contract Year of Proposed Work Completion:	2020
Description of work: Engage consultant to review and existing windows and outside do		repair
Maintenance     Rehabilitation/Restoration	Completed	Proposed
□ Maintenance	•	Proposed
Building Feature: Windows- Jalousie Type (2) in	•	2021
Building Feature: Windows- Jalousie Type (2) in	Contract Year of Proposed Work Completion:	2021
Building Feature:       Windows- Jalousie Type (2) in         Cost \$2,000       (round to nearest dollar)         Description of work:       Windows replaced with original type         Image: Ima	n Bathroom Contract Year of Proposed Work Completion: ype to match rest of house	2021
Building Feature:       Windows- Jalousie Type (2) in         Cost \$2,000       (round to nearest dollar)         Description of work:       Windows replaced with original type         Image: Ima	n Bathroom Contract Year of Proposed Work Completion: ype to match rest of house	2021
Building Feature:       Windows- Jalousie Type (2) in         Cost \$2,000       (round to nearest dollar)         Description of work:       Windows replaced with original ty         Imaintenance       Rehabilitation/Restoration         Building Feature:       Windows & Outside Doors with         5,000       5,000	n Bathroom Contract Year of Proposed Work Completion: ype to match rest of house	2021

# PROPERTY ADDRESS: 2251 W 20th 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, <u>NOT modernization, remodels, or construction of new elements</u>. 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:	Southeast Bedroom Door		
<sub>Cost</sub> \$ <u>1,000</u>		Contract Year of Proposed Work Completion:	2028
Description of worl	Replace with original type door	, current door is out of character	
Maintenance	Rehabilitation/Restoration	Completed	Proposed
Building Feature:	Vindows & Outside Doors w	ith Windows - Phase II	
<sub>Cost</sub> \$_5,000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2028
Description of work	c: Repaired to be fully operable ar required	d water sealed, hardware replaced/r	epaired as
Maintenance	Rehabilitation/Restoration	Completed	Proposed
Building Feature:			
		Contract Year of Proposed Work Completion:	
Cost \$		Contract Year of Proposed Work Completion:	
Cost \$	(round to nearest dollar)	Contract Year of Proposed Work Completion:	
Cost \$	(round to nearest dollar)	Contract Year of Proposed Work Completion:	Proposed
Cost \$ Description of work	(round to nearest dollar) <: This cell intentionally left blank -	Contract Year of Proposed Work Completion: please see next page	
Cost \$ Description of work	(round to nearest dollar)	Contract Year of Proposed Work Completion: please see next page	Proposed
Cost \$ Description of work	(round to nearest dollar)	Contract Year of Proposed Work Completion: please see next page Completed Contract Year of Proposed Work Completion:	Proposed

# PROPERTY ADDRESS: 2251 W 20th 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, <u>NOT modernization, remodels, or construction of new elements</u>. 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:	Belgian Brick @ Front Porch			
		Contract Year of Proposed Work Completion:	202	29
Description of work	Brick to be stripped of paint and	reinforced where necessary		
Maintenance		□ Completed		Proposed
Building Feature:	Vood floors repaired			
	(round to nearest dollar)	Contract Year of Proposed Work Completion:	202	29
Description of work	::			
Maintenance	Rehabilitation/Restoration			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:		<u> </u>
Description of work	:			

#### 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

Jose Elmer Cedillos

(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

929 W. 23rd Street, Los Angeles, CA 90007

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

THIS AGREEMENT is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_ 2016, by and (LEAVE DATE BLANK UNTIL RECORDED) between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and Jose Elmer Cedillos \_\_\_\_\_\_ (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 <u>Weir House</u> and located at the street address <u>929 W. 23rd Street</u>, Los Angeles, California <u>90007</u>, (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. \_\_\_\_\_\_\_\_ 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 а Contributing Structure to the University 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 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	Jose Elmer Cedillos
	Address	929 W 23rd Street
		Los Angeles, CA 90007

## 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

By: \_\_\_\_\_ VINCENT P. BEF

. BERTONI, AICP, D	rector of Plan	ning	Date
	By:	Jan Jami	
		Owner Signature*	
		Jose Elmer Cedillos	
		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

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.

HISTORICAL PROPERTY CONTRACT REVISED MARCH 2016

## CALIFORNIA ALL- PURPOSE CERTIFICATE OF 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 April 30, 2016 before me, Salvador Ortega Murillo, Notary Public

personally appeared JOSE ELMER CEDILLOS

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) 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.

(Notary Public Seal)

WITWESS my hand and official seal.

Notary Public Signature



## 

DESCRIPTION OF THE ATTACHED DOCUMENT

## Historical Property Contract

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 6 Document Date 04/30/2016

## CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title) □ Partner(s) □ Attorney-in-Fact

- □ Trustee(s)
- Other\_\_\_

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments

from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

INSTRUCTIONS FOR COMPLETING THIS FORM

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
     Indicate title or type of attached document, number of pages and date
  - Indicate title or type of attached document, number of pages and date.
     Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

2015 Version www.NotaryClasses.com 800-873-9865

HISTORICAL PROPERTY CONTRACT APPLICATION FORM
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OWNER INFORMATION		
PROPERTY ADDRESS: 929 West 23rd Street Los Angeles CA	90007	
OWNER(S) OF PROPERTY: Jose Elmer Cedillos	······································	
OWNER(S) MAILING ADDRESS: 929 W 23rd Street, Los Angel	es, CA 90007	
Home Telephone:	WORK TELEPHONE: <u>(818)</u> 424-5484	
MOBILE TELEPHONE: <u>(818)</u> 424-5484	Alternate Telephone: <u>(626)</u> 345-4071	
OWNER(S) EMAIL: JEC1968@sbcglobal.net	ALTERNATE EMAIL: Landusedw@aol.com	
PROPERTY INFORMATION		
Legal Description: TRACT: Ellis tract	BLOCK: none Lot: 61 ARB: none	
Assessor Identification Number (AIN): <u>5124</u> - <u>013</u>	017 COUNCIL DISTRICT NO.: 1	
PROPERTY PURCHASE DATE: 6/10/2013 Most	RECENT ASSESSED VALUE: \$418,040.00	
OWNER OCCUPIED: • YES NO USE: • SINGLE	-FAMILY DWELLING MULTI-FAMILY/ COMMERCIAL/ INDUS	TRIAL
ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SU	Yes	• NA
TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANG	ELES ARE PAID TO DATE? YES	• No
ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM THE BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPART	Vec	• No
HISTORICAL SIGNIFICANCE		
HISTORIC-CULTURAL MONUMENT (HCM)		
HCM NUMBER: HCM NAME:		
Contributor to a Historic Preservation Overlay 20	ONE (HPOZ)	
HPOZ NAME: University Park	HISTORIC PROPERTY NAME: Weir House	
ORIGINAL CONSTRUCTION DATE: 1986 1896 AR	снитест(s): <u>not available</u>	
ARCHITECTURAL STYLE: not available		
I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DE PROPERTY CONTRACT. 2-7-101	SCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL	
OWNER SIGNATURE JOSE ElMER CEDIllus DATE	Owner Signature Date	
Print Name	Print Name	

EXHIBIT "A"

**Revised November 2015** 

# PROPERTY ADDRESS: 929 W 23rd 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, <u>NOT modernization, remodels, or construction of new elements</u>. 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.

·	Completed	Proposed
Building Feature: Hire structural engineer		
Cost \$2,800 (round to nearest dollar) Contract Year of Proposed Work	Completion:	2014
Description of work: install lawn add additional trees and flowering plants in fro a hedge inside the front fence	nt and side	yard install
·	Completed	Proposed
Building Feature: foundation and supporting beams		
Cost \$2,400 (round to nearest dollar) Contract Year of Proposed Work	Completion:	2014
Description of work: repair damaged foundation make house level repair and r beams	eplace sup	porting
🔲 Maintenance 📓 Rehabilitation/Restoration 🔤	<u> </u>	<u> </u>
	Completed	Proposed
	Completed	LI Proposed
Building Feature: EQ retrofit Cost \$3,000 (round to nearest dollar) Contract Year of Proposed Work		2014
Building Feature: EQ retrofit		
Building Feature: EQ retrofit Cost \$3,000 (round to nearest dollar) Contract Year of Proposed Work		
Building Feature:       EQ retrofit         Cost \$3,000       (round to nearest dollar)         Costription of work: attach the wood frame house to the foundation per code         Image: Ima		
Building Feature:       EQ retrofit         Cost \$3,000       (round to nearest dollar)       Contract Year of Proposed Work         Description of work: attach the wood frame house to the foundation per code	Completion:	2014
Building Feature:       EQ retrofit         Cost \$3,000       (round to nearest dollar)         Costription of work: attach the wood frame house to the foundation per code         Image: Ima	Completion:	2014

# PROPERTY ADDRESS: 929 W 23rd 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, <u>NOT modernization, remodels, or construction of new elements</u>. 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:	Hire St	ructural Engineer	
<sub>Cost</sub> <u>\$</u> 4,000	(round to nearest dollar)	Contract Year of Proposed Work Completion	2014
Description of work	To assess the house and deterr by water, age, neglect and unpe	nine corrections to damage to the b	
Maintenance	Rehabilitation/Restoration	🖬 Completed	
Building Feature:	Reinforce foundation ar	nd level the sagging hou	se
<sub>Cost</sub> <u>\$</u> 2,400	(round to nearest dollar)	Contract Year of Proposed Work Completion	2014
Description of work	Repair and reinforce foundation beams under the house that had	and repair and replace as necessar been water damaged	y supporting
Maintenance	Rehabilitation/Restoration	Completed	Proposed
Building Feature:	Q retrofit		
<sub>Cost</sub> \$3,000	(round to nearest dollar)	Contract Year of Proposed Work Completion	2014
Description of work	to attach the wood frame house	to the foundation	
Maintenance	Rehabilitation/Restoration	🖬 Completed	Proposed
Building Feature:	raming and interior flo	ors	
<sub>Cost</sub> <u>\$</u> 14,000		Contract Year of Proposed Work Completion	2014
Description of work	repair and replace as necessary	water damaged framing, subfloors	and floors

# PROPERTY ADDRESS: 929 W 23rd 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, <u>NOT modernization, remodels, or construction of new elements</u>. 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				
<sub>Cost \$</sub> 8,950	(round to nearest dollar)	Contract Year of Proposed Work C	Completion:	20	15
Description of work	replace in appropriate glass, rep and replace interior and exterior	-	dows, repa	air, r	estore,
Maintenance	Rehabilitation/Restoration		Completed		Proposed
Building Feature:	nterior Walls				
<sub>Cost \$</sub> 9,500	(round to nearest dollar)	Contract Year of Proposed Work C	Completion:	20	15
Description of work	repair and replace interior walls t leveling the house flooring	hat had been damaged by	water, ne	glect	t and
Maintenance	Rehabilitation/Restoration	₩ C	Completed	0	Proposed
			Completed	0	Proposed
<ul> <li>Maintenance</li> <li>Building Feature: F</li> <li>Cost \$_10,650</li> </ul>	Roof	Contract Year of Proposed Work C	Utamina a la si a si a si a si a si a si a si	□ 20	
Building Feature: F Cost \$ 10,650	Roof	Contract Year of Proposed Work C	Completion:	20	15
Building Feature: F Cost \$ 10,650 Description of work	Roof (round to nearest dollar) repair damaged framing, replace the house Rehabilitation/Restoration	Contract Year of Proposed Work C plywood and apply HPOZ a	Completion:	20 shin	15
Building Feature: F Cost \$ 10,650 Description of work	Roof (round to nearest dollar) repair damaged framing, replace the house Rehabilitation/Restoration	Contract Year of Proposed Work C plywood and apply HPOZ a	Completion: approved	20 shin	15 gles to
Building Feature: F Cost \$ 10,650 Description of work	Roof (round to nearest dollar) repair damaged framing, replace the house	Contract Year of Proposed Work C plywood and apply HPOZ a	Completion: approved	20 shin	15 gles to Proposed

# PROPERTY ADDRESS: 929 W 23rd 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, <u>NOT modernization</u>, <u>remodels</u>, <u>or construction</u> <u>of new elements</u>. 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: Remove unpermitted a	additions and alterations
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion: 2015
Description of work: remove unpermitted exterior stain alterations to the second floor	
Maintenance     Rehabilitation/Restoration	Completed D Proposed
Building Feature: Electrical, plumbing and	I heating repair and replacement
Cost \$_33,850 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2015
Description of work: To repair and replace damaged wiring, pipes and elements	
Maintenance     Rehabilitation/Restoration	Completed D Proposed
Building Feature: Original exterior siding	
Cost \$_15,350 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2015
Description of work: repair and replace original siding matches the original siding which	Create replacement siding that exactly was discovered under modern siding
Maintenance     Rehabilitation/Restoration	Completed D Proposed
Building Feature: Water sealing and insul	ation
Cost \$_4,500 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2015
Description of work: make sure the house is water tig of the wood and remove asbesto	

# PROPERTY ADDRESS: 929 W 23rd 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, <u>NOT modernization, remodels, or construction of new elements</u>. 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 floors		
Cost \$22,500 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2015
Description of work: replace floors that had been ren floor which was heavily water da	noved by the previous owner leaving	
Maintenance     Rehabilitation/Restoration	Sompleted	Proposed
Building Feature: Interior stairs		
Cost \$ 8,500 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2015
Description of work: build new stairs in the same locati during the illegal alteration by the		removed
Maintenance     Rehabilitation/Restoration	🖬 Completed	Proposed
Building Feature: Kitchen cabinets		
Cost \$(round to nearest dollar)	Contract Year of Proposed Work Completion:	2015
Description of work: Remove non original cabinets and found in the wall duplicated to mak	counters Have the 1 original cabinet of the new cabinets and counter tops were	
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature: Interior painting		
Cost \$_7,500 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2016
Description of work: paint all interior walls and surfac	es	
		*******

# PROPERTY ADDRESS: 929 W 23rd 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, <u>NOT modernization, remodels, or construction of new elements</u>. 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 \$ 8,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2016
Description of work: restore and repair original baset		
🖬 Maintenance 🛛 🖬 Rehabilitation/Restoration	Completed	Proposed
Building Feature: appliances		
Cost \$_11,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2016
Description of work: replace damaged non working a	ppliances	
Maintenance     Rehabilitation/Restoration	🖬 Completed	Proposed
Building Feature: Bathrooms		
Cost \$_16,800 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2016
Description of work: Remove damaged fixtures and c	abinets and replace tile work in 3 bat	
restore 1 original period bathtub	for master bath	
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature: Front porch		
Cost \$5,100 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2018
Description of work: repair and replace wood floors a appropriate handrails for stairs (		e and install

HISTORICAL PROPERTY CONTRACT APPLICATION REVISED MARCH 2016

# PROPERTY ADDRESS: 929 W 23rd 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, <u>NOT modernization, remodels, or construction of new elements</u>. 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.

	Rehabilitation/Restoration	Completed		Proposed
Building Feature: Fer	nce			
<sub>Cost</sub> \$ <u>6,500</u>	(round to nearest dollar)	Contract Year of Proposed Work Completion:	20	)18
•	-	and gate and replace with a fence a be a wrought iron fence probably	nd g	jate
	Rehabilitation/Restoration	Completed		Proposed
Building Feature: Bac	ck stair railings			
<sub>Cost</sub> \$_3,000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	20	)19
Description of work: ins	stall appropriate stair rails at ea	ach to 2 existing stairs at rear of hous	se	
	Rehabilitation/Restoration	Completed		Proposed
		Completed	B	Proposed
Building Feature: Gai		Completed		Proposed
Building Feature: Gai Cost \$ 15,000 Description of work: rep	rage (round to nearest dollar) pair and replace water damage		20	)20
Building Feature: Gal Cost \$ 15,000 Description of work: rep sid	rage (round to nearest dollar) pair and replace water damage ling to match house and add a Rehabilitation/Restoration	Contract Year of Proposed Work Completion: ed wood and plaster to existing garage	20 je, a	)20
Building Feature: Gal Cost \$ 15,000 Description of work: rep sid	rage (round to nearest dollar) pair and replace water damage ling to match house and add a Rehabilitation/Restoration	Contract Year of Proposed Work Completion: ed wood and plaster to existing garag new roof paint to match house	20 je, a	)20 Ipply
Building Feature: Gai Cost \$_15,000 Description of work: rep Sid	rage (round to nearest dollar) pair and replace water damage ling to match house and add a Rehabilitation/Restoration	Contract Year of Proposed Work Completion: ed wood and plaster to existing garag new roof paint to match house	20 je, a	)20 Ipply

HISTORICAL PROPERTY CONTRACT APPLICATION REVISED MARCH 2016

# PROPERTY ADDRESS: 929 W 23rd Street, Los Angeles, CA 90007

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Maintenance Rehabilitation/Restoration	🗆 Completed 📓	Proposed
Building Feature: Landscaping		
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion: 20	024
Description of work: install lawn add additional trees a a hedge inside the front fence		
Maintenance     Rehabilitation/Restoration	🛛 Completed 📓	Proposed
Building Feature: interior moldings		
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:	024
Description of work: make interior crown molding to m	atch original undamaged pieces	
Maintenance     Rehabilitation/Restoration	Completed	
·		Proposed
Building Feature: interior crystal door knob		Proposed
·	os and fittings	024
Building Feature: interior crystal door knot	Contract Year of Proposed Work Completion: 20	024
Building Feature: interior crystal door knot	Contract Year of Proposed Work Completion: 20	024
Building Feature: interior crystal door knob Cost \$3,150 (round to nearest dollar) Description of work: obtain crystal interior door knobs	Contract Year of Proposed Work Completion: 20 and mechanisms to match original for 9	024
Building Feature: interior crystal door knob Cost \$3,150 (round to nearest dollar) Description of work: obtain crystal interior door knobs	Contract Year of Proposed Work Completion: 20 and mechanisms to match original for 9	)24 ) doors
Building Feature: interior crystal door knob Cost \$3,150 (round to nearest dollar) Description of work: obtain crystal interior door knobs a Maintenance Rehabilitation/Restoration Building Feature: Window metal interior fin	os and fittings Contract Year of Proposed Work Completion: 20 and mechanisms to match original for 9 Completed ger grips	)24 ) doors

HISTORICAL PROPERTY CONTRACT APPLICATION REVISED MARCH 2026

#### 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.

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

Frank O. Sotomayor 2009 Trust

Teresa Sotomayor

(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

# 518 N. Avenue 53

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

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016, by and (LEAVE DATE BLANK UNTIL RECORDED)

between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and <u>Frank O. Sotomayor 2009 Trust and Teresa Sotomayor</u> (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 <u>Contributing Property</u> and located at the street address <u>518 N. Avenue 53</u>, Los Angeles, California <u>90042</u>, (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 determined to be Contributing was а 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 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 Address	Frank O. Sotomayor and Teresa Sotomayor		
		518 N. Avenue 53		
		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

By: \_

VINCENT P. BERTONI, AICP, Director of Planning			
	Ву:	Telsa Sotomayor Owner Signature* Teresa Sotomayor Print Name	6/1//b 5 <del>/31/10</del> 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

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.

## ALL-PURPOSE NOTARY CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA	
COUNTY OF <u>los Angeles</u>	
On <u>6/1/20/6</u> before me, <u>ABRAHAM KHOU</u> (here insert name and title of the officer)	REIS
a Notary Public, personally appeared <u>TERESA</u> SOTOMAYO	R



A notony nublic or other officer conclu	
	eting this certificate verifies only the identity of nt to which this certificate is attached, and not
the truthfulness, accuracy, or validity of	
ALITOPALLA	2
STATE OF <u>CALIFORNIA</u> COUNTY OF <u>los Ange</u>	
COUNTY OF los Ange	le S
6/1/2016	ABRAHAM KHOUREIS, (here insert name and title of the officer) TERESA SOTOMAYOR
$Jn = \frac{\nu}{\sqrt{2}} \frac{\nu}{\sqrt{2}} \frac{\nu}{\sqrt{2}}$ before me, _	(here insert name and title of the officer)
a Notary Public, personally appeared	TERESA SOTOMAYOR
· · · · ·	
who proved to me on the basis of set	spotory avidance to be the remain(a) where
-	sfactory evidence to be the person(s) whose in instrument and acknowledged to me that
	er/their authorized capacity(ies), and that by
	nent the person(s), or the entity upon behalf
of which the person(s) acted, executed	
-	
÷	RY under the laws of the State of California
hat the foregoing paragraph is true and	d correct.
WITNESS my hand and official seal.	
11	ABRAHAM KHOUREIS NOTARY PUBLIC - CALIFORNIA LOS ANGELES COUNTY
Wandra KI	COMMISSION # 2110384 MY COMM. EXPIRES JUNE 4, 2019
Chornes.	
Signature of Notary Public	
	(Notary Seal)
ΟΡΤΙΟΝΑ	L ENTRIES
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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

Ву: \_\_\_

Deputy

Ву: \_\_\_

VINCENT P. BERTONI, AICP, Director of Planni	ing	Date
Βγ:	<u>Frank O. Sotoma</u> Owner Signature* TRustee o Frank O. Sotomayc <u>FRANK D. Sot</u> Print Name	<u>yok</u> +the 2009 TRUST 2009 TomayOR TRUST Date 5-27-16
Ву:	Owner Signature*	anna an tha Bharan a na na anna ann ann an t
	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

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.

**All-Purpose Acknowledgement** 



State of ARIZONA	
County of <u>PIMA</u>	
On 05/27/2016, FRANK O SOTOMAYOR	, <u>N/A</u>
personally appeared before me, <u>MIGDELIN</u>	NA LOEBE
	Who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her signature on the instrument the person, or the entity upon of which the person acted, executed the instrument.
Protocol Alexandra	I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing



paragraph is true and correct.

WITNESS my hand and official seal. Signature\_ Ø

Signature of Notary Public

Place notary seal above

**Description of Attached Documents** 

Title or Type of Documents:

HISTORICAL PROPERTY CONTRACT

Document Date: 05/27/2016

## HISTORICAL PROPERTY CONTRACT APPLICATION FORM

## **OWNER INFORMATION**

PROPERTY ADDRESS: <u>518 N. Avenue 53, Los An</u>	geles CA 900	42			
OWNER(S) OF PROPERTY: Teresa Sotomayor				******	
Owner(s) Mailing Address: 518 N. Avenue 5	3 Los Angele	s CA 90042			
Home Telephone:		WORK TELEPHON	E:		
Mobile Telephone: <u>323 397- 7545</u>		ALTERNATE TELEP	HONE:	- <del>49.4</del> 4	
OWNER(S) EMAIL: missteresasotomayor@gmail					
PROPERTY INFORMATION				*********	
Legal Description: TRACT: Hamilton Terrace		BLOCK: Avenue 53	LOT: NE of 51	ARB: <u>23</u>	
Assessor Identification Number (AIN): 5469	- 023	- <u>023</u>	COUNCIL DIS	STRICT NO.: 01	
PROPERTY PURCHASE DATE: 09/2006	Most I	RECENT ASSESSED V	ALUE: 476,000		
OWNER OCCUPIED: YES NO US	E: OSINGLE	-Family Dwelling	O MULTI-FAMILY/ Co	MMERCIAL/ INDU	JSTRIAL
Addresses for all other property owned wit separate sheet of paper, labeled "Attachmen					• NA
Taxes on all property owned within the City	OF LOS ANG	eles are PAID to d	ATE?	• YES	$\bigcirc$ No
ARE THERE ANY OUTSTANDING ORDERS TO COMP BUILDING AND SAFETY OR THE LOS ANGELES HOUS			RTMENT OF	⊖Yes	• No
HISTORICAL SIGNIFICANCE					
HISTORIC-CULTURAL MONUMENT (HCM)					
HCM NUMBER: HCM NAME:					
Contributor to a Historic Preservation	I OVERLAY ZO	NE (HPOZ)			
HPOZ NAME: Highland Park-Garvanza	н	ISTORIC PROPERTY N	IAME:	1 <sup>10, 111</sup> - 112,	
ORIGINAL CONSTRUCTION DATE: 1922	AR	CHITECT(S): house	kit		
ARCHITECTURAL STYLE: cottage		10			
I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY CONTRACT.	ROPERTY DES 3/1/16	CRIBED ABOVE AND	HEREBY APPLY FOR J	an Historical	
Owner Signature	Date	Owner Signature		DAT	Ē
Teresa Sotomayor					
Print Name		Print Name			
	EXHIB	IT "A"		Revised Nover	ber 2015

## REHABILITATION / RESTORATION / MAINTENANCE PLAN

## PROPERTY ADDRESS: 518 N. Avenue 53

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, <u>NOT modernization, remodels, or construction of new elements</u>. 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:	2017		
Description of work: Inspect foundation bolting; Repair				
Maintenance     Rehabilitation/Restoration	Completed	Proposed		
Exterior Building Feature:				
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:	2018		
Description of work: Repair or replace wood siding as				
Maintenance     Rehabilitation/Restoration	Completed	Proposed		
Building Feature:				
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:	2019		
Description of work: Investigate locations of leaks: Replace asphalt shingles as necessary				
Maintenance     Rehabilitation/Restoration	Completed	☑ Proposed		
Insulation Building Feature:		<u></u>		
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:	2020		
Description of work: Insulate attic				

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

# PROPERTY ADDRESS: 518 N. Avenue 53

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, <u>NOT modernization, remodels, or construction of new elements</u>. 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	nteriors				
Cost \$	(round to nearest dollar)	Contract Year of Proposed Work	Completion:	202	1
Description of wor	<sub>k:</sub> Survey interior water damage: R	epair wood, plaster walls a	and floors a	as ne	eeded
□ Maintenance	Rehabilitation/Restoration		Completed		Proposed
V Building Feature	Vindows/ Doors		****		
Cost \$	(round to nearest dollar)	Contract Year of Proposed Work	Completion:	202	2
Description of wor	<sub>k:</sub> Remove Jalouise windows and re needed	estore historical windows.	Repair do	ors	as
Maintenance	□ Rehabilitation/Restoration		Completed		Proposed
Building Feature:	Systems				
	(round to nearest dollar)		Completion:	202	3
	<sub>k:</sub> Inspect plumbing and electrical: r				
Maintenance	Rehabilitation/Restoration		Completed		Proposed
Suilding Feature:	Site				
Cost \$	(round to nearest dollar)	Contract Year of Proposed Work	Completion:	202	4
	<sub>k:</sub> Trim overhanging trees, clean gu drainage				

#### 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.

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

Kalman Victor Portman

(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

6663 Bonair Place

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

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016, by and (LEAVE DATE BLANK UNTIL RECORDED) between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and

Kalman Victor Portman (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 <u>Contributing Property</u> and located at the street address <u>6663 Bonair Place</u>, Los Angeles, California <u>90068</u>, (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 determined be was to а 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 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 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	Kalman Victor Portman
	Address	6663 Bonair Place, 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:

By:

Deputy

VINCENT P. BERTONI, AICP, Director of Planning		Date
By:	10	
	Owner Signature*	*******
	Kalman Victor Portman	6/1/2016
	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

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 JUNE 1, 2016 before me, Joon Wan Kim Notary Public (insert name and title of the officer)
personally appeared <u>LALMAN VICTOR PORTMAN</u> who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) 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)

# HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION	
PROPERTY ADDRESS: 6663 Bonair Place, Los Angeles, CA 90	)068
OWNER(S) OF PROPERTY: Kalman Victor Portman	
OWNER(S) MAILING ADDRESS: 6663 Bonair Place, Los Ange	les, CA 90068
Home Telephone: <u>(818)</u> 292-0647	Work Telephone:
Mobile Telephone: <u>(818)</u> 292-0647	Alternate Telephone:
	Alternate Email:
PROPERTY INFORMATION	பலைப் பலது நடன்களை குழந்தான். கூடித்தை என திடத்து தல் மற்றைய முதல் கல் கழக்கள். என்று பல நட்டுக்கும் நட்டுக்கு -
Legal Description: TRACT: 3639	_ ВLOCK: <u>"None"</u> Lot: <u>32</u> ARB: <u>2</u>
Assessor Identification Number (AIN): 5575 - 011	- <u>012</u> COUNCIL DISTRICT NO.: <u>4</u>
PROPERTY PURCHASE DATE: 6/12/2015 MOST	RECENT ASSESSED VALUE: <u>\$799,000.00</u>
OWNER OCCUPIED: • YES C NO USE: • SINGL	e-Family Dwelling 👘 🗇 Multi-Family/ Commercial/ Industrial
Addresses for all other property owned within the Cit separate sheet of paper, labeled "Attachment E", and si	I (• YES ( NA
TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS AND	GELES ARE PAID TO DATE?
ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM THE BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPART	O YES @ NO
HISTORICAL SIGNIFICANCE	ی می و در در در می می و در در در در در در می می می ورد و می ورد می ورد می ورد می ورد می ورد و می ورد و می و می در این و در می ورد می ورد می ورد و می و د
🛄 Historic-Cultural Monument (HCM)	
НСМ Number: НСМ Name:	
Contributor to a Historic Preservation Overlay Z	ONE (HPOZ)
HPOZ NAME: Whitley Heights	HISTORIC PROPERTY NAME:
ORIGINAL CONSTRUCTION DATE: 1925	кснітест(s): <u>Nathan L. Coleman</u>
ARCHITECTURAL STYLE: Mediterranean Revival architecture	e, Spanish Colonial Revival architecture, American Craftsman
I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DE PROPERTY CONTRACT.	SCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL
Kalman Victor Portman D. Constalman Victor Portman, o. ou emails/vport@email.com.csl/S Date: 2016.02.28 13.07:45-08:00'	*******
Owner Signature Date	Owner Signature Date
Kalman Victor Portman	
Print Name	Print Name
EXH	IBIT "A" Revised November 2015

#### 6663 Bonair Place Los Angeles CA 90068

PROPERTY ADDRESS:

	Rehabilitation/Restoration ot Property Lines	Completed	Proposed
5,000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2017
Description of wor	k: Engage surveyor to survey prop behind structure, and drainage of	erty to determine ownership of retain cultvert on easterly perimeter of the p	ing walls roperty.
Maintenance     Faulding Feature:	Rehabilitation/Restoration	Completed	Proposed 🖬
7.500		Contract Year of Proposed Work Completion:	2017
Description of wor	<sup>k:</sup> Service original river rock retaini between rocks. Cover the wall w	ng wall: Install reinforcing bars and w ith sand and cement.	vire mesh in-
	Rehabilitation/Restoration	Completed	Proposed 🖬
		Contract Year of Proposed Work Completion:	2018
Description of wor	<sup>k:</sup> Engage structural engineer to cre retaining wall. Conduct initial pre	eate a long term replacement plan fo lim soil study to determine required a	r river rock action.
	Rehabilitation/Restoration	Completed	Proposed
5.000		Contract Year of Proposed Work Completion:	2018
Description of wor	<sup>k:</sup> Engage attorney to advise on leg owned by neigboring property (a	gal remedies if retaining walls are fou s suspected) above structure.	ind to be

#### 6663 Bonair Place Los Angeles CA 90068

**PROPERTY ADDRESS:** 

	Rehabilitation/Restoration	Completed		Proposed
6,500 Cost \$	(round to nearest dollar)		20	
	<sup>c:</sup> Bolt residence to foundation (sie	smic retroitt).		
	Rehabilitation/Restoration	Completed		Proposed
5,500		Contract Year of Proposed Work Completion:	201	9
Description of work	Repair/Restore the foundation de foundations, southeasterly perim foundations.	eterioration in the northwesterly corn eter and half of the southerly perime	er eter	
	Rehabilitation/Restoration	Completed		Proposed
12,000		Contract Year of Proposed Work Completion:	202	
Description of work	Replace roof shingles and restor downspouts, add additional drain	e/repair/ tile roof siding. Service exis age as needed.	sting	gutters,
	Rehabilitation/Restoration	Completed		Proposed
12,000		Contract Year of Proposed Work Completion:	202	
Description of work	issues due to undersized copper	rly sized copper to address water pr piping and replace any remaining g ixtures that are removed for access.	jalva	

### 6663 Bonair Place Los Angeles CA 90068

**PROPERTY ADDRESS:** 

	Rehabilitation/Restoration ubterranean Masonry (Brick) Wall	Completed S	Proposed
15,000 Cost \$	(round to nearest dollar)	Contract Year of Proposed Work Completion: application to provide relief from mo e northerly and easterly perimeter fu alls.	sture
<ul> <li>Maintenance</li> <li>M</li> <li>Building Feature:</li> </ul>	Vindows	Completed	Proposed
20.000		Contract Year of Proposed Work Completion:	2023
Description of work	<sup>a</sup> Repair/Restore 47 wood window do not shut propery. Refurbish w	s, most of which currenly leak during indow hardware.	g rainfall or
	Rehabilitation/Restoration concrete Stairway / Planters	Completed	Proposed 🖬
4,000		Contract Year of Proposed Work Completion:	2024
Description of work	Repair and refurbish cracked cor planters.	crete of 3 story exterior staircase ar	nd rock
	Rehabilitation/Restoration arage Doors	Completed	Proposed 🖬
4.000		Contract Year of Proposed Work Completion:	2026
Description of work	<sup>:</sup> Repair and refurbish all 4 garage and fitment issues.	e doors addressing dry rot, cracking,	hardware

## 6663 Bonair Place Los Angeles CA 90068

**PROPERTY ADDRESS:** 

Maintenance Rehabilitation/Restoration	🗆 Completed 🖬 Proposed
Building Feature: 45,000 Cost \$ (round to nearest dollar) Description of work: Repair cracked stucco, repair da	
story structure (front, sides, and	
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 D Proposed
Building Feature:	
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:
Description of work: Repair and refurbish cracked couplanters.	ncrete of 3 story exterior staircase and rock
Maintenance     Rehabilitation/Restoration	Completed Proposed
Building Feature:	
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:
Description of work:	

#### 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.

Ехнівіт "В"

## 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

5ten Broadway, 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

510-514 S. Broadway, Los Angeles, CA 90013-2202 (L.A.M.C. SECTIONS 19.140, et seq.)

#### 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 <u>Forve-Pettebone Building</u> and located at the street address <u>510-514 South Broadway</u>, Los Angeles, California <u>90013-2202</u>, (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 14 2016 : (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. 1125 pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. 16 - 0497 ); or, (b) The Property was determined to be а 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 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 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 Address	5ten Broadway, LLC 1525 S. Broadway
		Los Angeles, CA, 90015

# 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

NCENT P. BERTONI, AICP, Director of Plann	ning D	ate
By:	Owner Signature*	
	Print Name of Stren Broadway, LLC	<u>ль</u> Date
By:		
	Owner Signature*	
	Print Name	 Date
By:		
	Owner Signature*	
	Print Name	 Date
		By: Daniel Neman, Manager, 7/28/ Print Name Cf. STey Broadway, LLC By: Owner Signature* By: Owner Signature*

APPROVED AS TO FORM MICHAEL N. FEUER, City Attorney

By:\_

Deputy City Attorney, Office of the City Attorney

Date

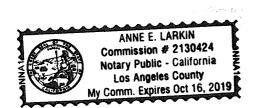
\* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

#### **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	)
State of California County of LDS Angele	
on July 26, 2016	before me, Anne E, Larkin, Notan Public.
Date	Here Insert Name and Title of the Officer
personally appeared	Paniel Neman
	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

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 (ontract Document Date: 7/28/16					
Title or Type of	Title or Type of Document: HISTORIAN TRAPPING Document Date: // CO//G				
Number of Page	Number of Pages: Signer(s) Other Than Named Above:				
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 Repr	esenting:		
	-	-	-		

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

HISTORICAL PROPE	RTY	CONTRA	<b>CT ΑΡ</b> F	PLICATI	ON FC	DRM	
OWNER INFORMATION							
PROPERTY ADDRESS: 510 South Broadway, Los	Ange	les, Califor	nia, 9001	3			
Owner(s) of Property: <u>5Ten Broadway, LLC</u>			MI M I M I M I M I M I M I M I M I M I				
Owner(s) Mailing Address: 1525 South Broad	dway,	Los Angele	es, Califo	rnia, 900 <sup>-</sup>	15		
Home Telephone:	· • • • • • • • • • • • • • • • • • • •	Work	TELEPHON	ie: <u>(213) 2</u>	226-645	4	
Mobile Telephone:			NATE TELEP	PHONE: <u>(8</u>	18)788-	7954	
OWNER(S) EMAIL: <u>daniel@ryda.us</u>		ALTER	nate Emai	L: <u>suki@</u>	chattel.u	JS	
PROPERTY INFORMATION							
Legal Description: TRACT: Subdivision of the no	rth pa	<u>rt о</u> віоск: <u>г</u>	none	_ Lот: <u>3</u>		ARB: <u>none</u>	
Assessor Identification Number (AIN): <u>5149</u>	0	34	002	(	COUNCIL	DISTRICT NO.: <u>14</u>	
PROPERTY PURCHASE DATE: <u>4/23/2015</u>	Mo	DST RECENT A	SSESSED V	/alue: <u>397</u>	71389		
OWNER OCCUPIED: YES • NO USE:	SI	IGLE-FAMILY	Dwelling	<ul> <li>Mult</li> </ul>	I-FAMILY/	COMMERCIAL/ IND	USTRIAL
Addresses for all other property owned with separate sheet of paper, labeled "Attachment						YES	• NA
Taxes on all property owned within the City o	F LOS A	ANGELES ARE	PAID TO C	DATE?		• YES	) No
ARE THERE ANY OUTSTANDING ORDERS TO COMPLY BUILDING AND SAFETY OR THE LOS ANGELES HOUSIN			ELES DEPA	RTMENT O	F	() YES	. No
HISTORICAL SIGNIFICANCE							
HISTORIC-CULTURAL MONUMENT (HCM)							
HCM NUMBER: HCM NAME: For	ve-Pe	ttebone Bu	ilding				
Contributor to a Historic Preservation C	Overla	y Zone (HPC	DZ)				
HPOZ NAME:			Property	Name: <u>O</u> .	T. John	son Building #2	2, Forv
Original Construction Date: 1905		ARCHITECT(	s): <u>Robe</u>	rt B. You	ng		
ARCHITECTURAL STYLE: Early 20th Century Com	imerci	al					
I AM (WE ARE) THE PRESENT OWNER(S) OF THE PRO PROPERTY CONTRACT.	оревту /24/16					R AN HISTORICA	L
	ATE		Signatur			 DA	
Daniel Neman				-		UF UF	
PRINT NAME		Print	Name				
	E.	(HIBIT "A"	]			Revised Nove	mbor 2015
	E/		1			neviseu nove	mber 2013

### REHABILITATION/RESTORATION/MAINTENANCE PLAN

# PROPERTY ADDRESS: 510-514 South Broadway

🗋 Maintenance 🛛 🗏 Rehabilitation/Restoration	Completed	Proposed
Building Feature:		
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:	2016
Description of work: Demolish existing storefront. Bui		
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature: Facade		
Cost \$47,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2016
Description of work: Paint primary elevation. Remove		
□ Maintenance	Completed	Proposed P
-	Completed	Proposed
□ Maintenance ■ Rehabilitation/Restoration Building Feature: Cost \$20,000 (round to nearest dollar)		
Building Feature: Cornice	Contract Year of Proposed Work Completion:	
Building Feature: Cornice	Contract Year of Proposed Work Completion:	
Building Feature: Cornice Cost \$20,000 (round to nearest dollar) Description of work: Restore the cornice, using histori	Contract Year of Proposed Work Completion:	
Building Feature: Cornice Cost \$20,000 (round to nearest dollar) Description of work: Restore the cornice, using histori	Contract Year of Proposed Work Completion: C photographs.	2016
Building Feature: Cornice Cost \$20,000 (round to nearest dollar) Description of work: Restore the cornice, using histori	Contract Year of Proposed Work Completion: c photographs.	2016
Building Feature: Cornice Building Feature: Cornice Cost \$20,000 (round to nearest dollar) Description of work: Restore the cornice, using histori Maintenance Rehabilitation/Restoration Building Feature: Windows	Contract Year of Proposed Work Completion: c photographs.	2016 ■ Proposed 2016

#### REHABILITATION/RESTORATION/MAINTENANCE PLAN

# PROPERTY ADDRESS: 510-514 South Broadway

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, <u>NOT modernization, remodels, or construction of new elements</u>. 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:	20	16
Description of work: Repair windows on secondary el beyond salvage, recreate the wi	evations. For windows that are deter ndows based on historic patterns.	riora	ted
Maintenance     Rehabilitation/Restoration	□ Completed		Proposed
Building Feature: Fire escape			
27 000	Contract Year of Proposed Work Completion:	20	16
Description of work: Rehabilitate and clean fire escap	pes on the north and east elevations	6.	
	10,100 MM		
Maintenance     Rehabilitation/Restoration	Completed		Proposed
Building Feature:			
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:	20	16
Description of work: Restore staircase and banister.			
Maintenance     Rehabilitation/Restoration	Completed		Proposed
Building Feature: Restore elevator			
Cost \$ \$19,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	20	16
Description of work: Reactivate elevator in existing sh	aft.		

HISTORICAL PROPERTY CONTRACT APPLICATION REVISED MARCH 2016

Ехнівіт "А"

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

# PROPERTY ADDRESS: 510-514 South Broadway

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Maintenance Rehabilitation/Restoration	Completed	Proposed
Building Feature: Graffiti Removal		
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:	2016
Description of work: Removal of graffiti on the interior	and exterior of the building.	
_		
□ Maintenance	□ Completed	Proposed
Building Feature: Seismic Upgrades		
Cost \$(round to nearest dollar)	Contract Year of Proposed Work Completion:	2016
Description of work: Engage a structural engineer with of structural system. Implement re	expertise in historic buildings to evalua commended scope of work as necessa	
Maintenance     Rehabilitation/Restoration	Completed	Proposed
	Completed	Proposed
□ Maintenance ■ Rehabilitation/Restoration Building Feature: Cost \$(round to nearest dollar)	·	Proposed
Building Feature: Roof	Contract Year of Proposed Work Completion:	2017
Building Feature: Roof Cost \$_60,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2017
Building Feature: Roof Cost \$60,000 (round to nearest dollar) Description of work: Remove and replace roofing mat	Contract Year of Proposed Work Completion:	2017
Building Feature: Roof Cost \$60,000 (round to nearest dollar) Description of work: Remove and replace roofing mat	Contract Year of Proposed Work Completion: erial. Upgrade gutter and drainage s	2017 ystem.
Building Feature: Roof Cost \$60,000 (round to nearest dollar) Description of work: Remove and replace roofing mat	Contract Year of Proposed Work Completion: erial. Upgrade gutter and drainage s	2017 ystem.
Building Feature: Roof Cost \$60,000 (round to nearest dollar) Description of work: Remove and replace roofing mat Maintenance Rehabilitation/Restoration Building Feature: Plumbing	Contract Year of Proposed Work Completion: erial. Upgrade gutter and drainage sy Completed	2017 ystem.

Ехнівіт "А"

#### 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.
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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.
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Ехнівіт "В"

## 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

Vanessa Aberman

#### Bennett Graebner

(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

840 S. Bronson Ave.

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

THIS AGREEMENT is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_ 2016, by and \_\_\_\_\_\_ leave date BLANK UNTIL RECORDED. 2016, by and \_\_\_\_\_\_ between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and \_\_\_\_\_\_ (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 <u>Contributing Property</u> and located at the street address <u>840 S. Bronson Ave</u>. , Los Angeles, California <u>90005</u>, (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 determined was be to а 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 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 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 Owner:       Name       Bennett Graebner         840 S. Bronson Ave.       840 S. Bronson Ave.         Address       Los Angeles, CA 90005	To City:	Los Angeles Department of City Planning 200 North Spring Street, Room 559 Los Angeles, California 90012 Attn: Historical Property Contracts Manager
		ame

# 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

Ву:			
	BERTONI, AICP, Director of Plan	ning Alle Cherry	Date
	-,.	Owner Signature*	D I
		Vanessa Aberman	5/31/16
	By:	Print Name	' Date
	by.	Owner Signature*	
		Bennett Graebner	5/31/16
		Print Name	Date
	Ву:		
		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.

	ACKNOV	VLEDGMEN	<b>T</b>	
certificate verifies only who signed the docu	er officer completing the identity of the incoment to which this cert truthfulness, accuracy ent.	ificate is		
State of California County of Los A	<u>+~ 5- 1</u>			
On <u>5-31- 2011</u>	•before me	Fraddia N	me and title of the	Public Afficer)
personally appeared			그는 것 이 가슴 것 같아? 나는 것 같아? 이 것 같아? 가운 것 같아? ?????????????????????????????????	승규가 사람은 밖에 가 가장에 잘 하는 것이 같은 것 같아. 이 같은 것 같
who proved to me on the subscribed to the within his/her/their authorized o person(s), or the entity u certify under PENALTY paragraph is true and co	e basis of satisfactory instrument and acknow apacity(ies), and that pon behalf of which th OF PERJURY under	evidence to be wledged to me I by his/her/their e person(s) act	the <u>person(s</u> ) whos that he/she/they ex signature(s) on the ed, executed the in	e name(s) is/are ecuted the same in instrument the strument.
	official seal.		FREDDIE MOORE Commission & 2056 Notary Public - Galito	

# HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION		
PROPERTY ADDRESS: 840 S. Bronson Ave.	· · · · · · · · · · · · · · · · · · ·	
OWNER(S) OF PROPERTY: Vanessa Aberman and Bennet	t Graebner	
Owner(s) Mailing Address: 840 S. Bronson Ave. Los A	ngeles, CA 90005	
Home Telephone: 323-936-5321	Work Telephone: 818-845-7246	
Mobile Telephone:	Alternate Telephone: 323-691-4122	
OWNER(S) EMAIL: vetaberman@hotmail.com		
PROPERTY INFORMATION		w
Legal Description: TRACT: Boulevard Heights	ВLOCK: <u>5</u> LOT: <u>18</u> ARB:	
Assessor Identification Number (AIN): <u>5092</u> - <u>005</u>	COUNCIL DISTRICT	NO.: <u>4</u>
PROPERTY PURCHASE DATE: 06/2003 MOST	Recent Assessed Value: 837,496	
OWNER OCCUPIED: • YES NO USE: • SINGLE	FAMILY DWELLING MULTI-FAMILY/ COMMER	cial/ Industrial
Addresses for all other property owned within the City separate sheet of paper, labeled "Attachment E", and su		Yes • NA
Taxes on all property owned within the City of Los Ang	eles are PAID to date?	🔴 YES 👘 NO
ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM THE BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPART		YES . NO
HISTORICAL SIGNIFICANCE	Land of the state of the state of the state of the state and the second of the state of the state states and the	ng in gg i ninar in kulo nakar companyatas a na isa
HISTORIC-CULTURAL MONUMENT (HCM)		
HCM NUMBER: HCM NAME:		
Contributor to a Historic Preservation Overlay Zo	DNE (HPOZ)	
HPOZ NAME: Wilshire Park	HISTORIC PROPERTY NAME:	
ORIGINAL CONSTRUCTION DATE: AR	CHITECT(S): A.O. McGinnis	
ARCHITECTURAL STYLE: Italian Renaissance Revival		
I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DE PROPERTY CONTRACT.	SCRIBED ABOVE AND HEREBY APPLY FOR AN HI	STORICAL
Manessa perman 2/20/16	12 CC	2/24/16
Owner Signature Date	Owner Signature Bennett Graebner	Date
PRINT NAME	PRINT NAME	

EXHIBIT "A"

Revised November 2015

840 S. Bronson Ave.

PROPERTY ADDRESS:

Maintenance      Rehabilitation/Restoration     Foundation	Completed		Proposed
Building Feature: 8,500 Cost \$ (round to nearest dollar) Seismic retrofit: bolt foundation Description of work:		201	6
Maintenance Rehabilitation/Restoration Windows Ruilding Feature:	Completed		Proposed
Building Feature: 12,000 Cost \$ (round to nearest dollar) Restore and rehabilitate original Description of work:	Contract Year of Proposed Work Completion:	201	7
Maintenance Rehabilitation/Restoration     Exterior Wood/Wire Screens Building Feature:	Completed		Proposed
3,000 Cost \$ (round to nearest dollar) Restore wood and wire screens I Description of work:	Contract Year of Proposed Work Completion:	201	8
Maintenance Rehabilitation/Restoration Roof/Parapet Building Feature:	□ Completed		Proposed
11,000         Cost \$	Contract Year of Proposed Work Completion:	201	9

840 S. Bronson Ave.

PROPERTY ADDRESS: \_

Maintenance Rehabilitation/Restoration Interior Wood Floors Building Feature:	□ Completed	F F	Proposed
5,500 Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion: pors on first floor that are buckling du		
Maintenance Rehabilitation/Restoration Interior Ceilings and Walls Building Feature:	Completed	F	Proposed
3,500 Cost \$ (round to nearest dollar)			
□ Maintenance ■ Rehabilitation/Restoration Extrerior Building Feature:	Completed	F F	Proposed
20,000 Cost \$ (round to nearest dollar) Resurface and rehabilitate stucco	Contract Year of Proposed Work Completion:	2022	2
Maintenance Rehabilitation/Restoration Garage Building Feature:	Completed	F F	Proposed
35,000 Cost \$ (round to nearest dollar) Restore garage to its original lool Description of work:	Contract Year of Proposed Work Completion:	2024	<u> </u>

#### 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.

Ехнівіт "В"

### 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

Chapman Baehler II

Carolyn Angelica Cob-Baehler

(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

1853 Buckingham Road

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

THIS AGREEMENT is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_ 2016, by and \_\_\_\_\_\_ 2016, by and \_\_\_\_\_\_ between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and Chapman Baehler II, Carolyn Angelica Cob-Baehler \_\_\_\_\_\_ (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 <u>contributing property</u> and located at the street address <u>1853 Buckingham Road</u>, Los Angeles, California <u>90019</u>, (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 determined was to be а Contributing Structure to the Lafayette 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:

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To Owner:	Name Address	Chapman Baehler II 1853 Buckingham Road Los Angeles, Ca 90019

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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

By:		
	VINCENT P. BERTONI, AICP, Director of Plannin	ng Date
	Ву: _	Owner Signature*
		Chapman Baehler II 5/29/10
	By:	Print Name Date Owner Signature* Carolyn Angelica Cob-Baehler 5/28/10
		Print Name Date
	Ву:	Owner Signature*
		Print Name Date

APPROVED AS TO FORM MICHAEL N. FEUER, City Attorney

By:

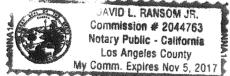
Deputy City Attorney, Office of the City Attorney

Date

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 Los Angeles On May 29, 2016 before me, David L. Ransom Jr., Notary Public (insert name and title of the officer) personally appeared <u>Chapman Bachler II and Cardyn Angelica Cob-Bachler</u> 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. DAVID L. RANSOM JR. Commission # 2044763 Notary Public - California Kai Los Angeles County (Seal) Comm. Expires Nov 5, 2017 Signatu





**OWNER SIGNATURE** 

Chapman Baehler

PRINT NAME

### CITY OF LOS ANGELES

### HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION				
PROPERTY ADDRESS: 1853 Buckingham Road, Los Angeles, (	Ca 90019	·····		
OWNER(S) OF PROPERTY: Chapman Baehler and Carolyn An	gelica Cob-Baehler			
OWNER(S) MAILING ADDRESS: 1853 Buckingham Road, Los	Angeles, Ca 90019			
Номе Теlephone:	WORK TELEPHONI	=:		
MOBILE TELEPHONE: <u>323-829-2538</u>	Alternate Telepi	HONE:		
OWNER(S) EMAIL: chapmanbaehler@mac.com				
PROPERTY INFORMATION	an ann anns anns anns anns anns anns an	с симина, навлащует обла адмован стан от на законом - от сол таканости -	nan kakar antara a - a daalaan kad kababaran ah	at the second second
Legal Description: TRACT: Lafayette Square	BLOCK: Blk 10	Lot: 20	ARB: <u>none</u>	
Assessor Identification Number (AIN): 5071 - 011	- <u>026</u>	COUNCIL DI	ISTRICT NO.: 10	
PROPERTY PURCHASE DATE: 1/2/2015 MOST	RECENT ASSESSED V	ALUE: 1375013		
OWNER OCCUPIED: • YES C NO USE: • SINGLE	-FAMILY DWELLING	C MULTI-FAMILY/ C	OMMERCIAL/ IND	JSTRIAL
Addresses for all other property owned within the City separate sheet of paper, labeled "Attachment E", and su			🔿 Yes	💽 NA
TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANG	eles are PAID to d	ATE?	• Yes	🔿 No
ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM THE BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPART		RTMENT OF	C YES	No
HISTORICAL SIGNIFICANCE	ана - чила али на	annen an	n - Marina Marina Bara da Kara a Cara a <b>mana na mana na para mang a</b> n	
HISTORIC-CULTURAL MONUMENT (HCM)				
HCM NUMBER: HCM NAME:	· · · · · · · · · · · · · · · · · · ·			<u> </u>
CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZO	DNE (HPOZ)			
HPOZ NAME: Lafayette Square	ISTORIC PROPERTY I	NAME: Uknown		
ORIGINAL CONSTRUCTION DATE: 1915 AR	снітест(s): <u>Unkno</u>	wn		
ARCHITECTURAL STYLE: Craftsman				
I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DES				
PROPERTY CONTRACT.		PREKEBY APPLY FOR	AN MISTORICAL	
Urapman Baller 2/28/2016	Carolyn Angelia	a Cob-Bachler	2/28/2	2016
94AB01CD375C479	293CEF4FB1EA420			

PRINT NAME

**OWNER SIGNATURE** 

Carolyn Angelica Cob-Baehler

DATE

EXHIBIT "A"

Revised November 2015

DATE

# PROPERTY ADDRESS: 1853 Buckingham Rd. Los Angeles, Ca 90019

Maintenance Rehabilitation/Restoration	Completed	Proposed
Building Feature: Roof		
Cost \$28,500 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2016
Description of work: Replaced roof		
Maintenance     Rehabilitation/Restoration	🖬 Completed	Proposed
Building Feature: Interior and Exterior Sur	faces	
Cost \$_10,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2016
Description of work: prepared surfaces and re-painte		
Maintenance      Rehabilitation/Restoration	🗆 Completed	Proposed
□ Maintenance ■ Rehabilitation/Restoration Building Feature: Foundation/Structural Sy	•	Proposed
Building Feature: Foundation/Structural Sy	vstem	Proposed 2017
Building Feature: Foundation/Structural Sy Cost \$5,000 (round to nearest dollar)	<b>/Stem</b> Contract Year of Proposed Work Completion:	2017
Building Feature: Foundation/Structural Sy	<b>/Stem</b> Contract Year of Proposed Work Completion:	2017
Building Feature: Foundation/Structural Sy Cost \$5,000 (round to nearest dollar) Description of work: Install new metal strapping, fram	/stem Contract Year of Proposed Work Completion: ng anchors, and bolt sill to foundatio	2017 n
Building Feature: Foundation/Structural Sy Cost \$5,000 (round to nearest dollar) Description of work: Install new metal strapping, fram	<b>/Stem</b> Contract Year of Proposed Work Completion:	2017
Building Feature: Foundation/Structural Sy Cost \$5,000 (round to nearest dollar) Description of work: Install new metal strapping, fram Maintenance Rehabilitation/Restoration Building Feature: Exterior Brick Elements	/stem Contract Year of Proposed Work Completion: ng anchors, and bolt sill to foundatio	2017 n
Building Feature: Foundation/Structural Sy Cost \$5,000 (round to nearest dollar) Description of work: Install new metal strapping, fram	/stem Contract Year of Proposed Work Completion: ng anchors, and bolt sill to foundatio	2017 n

# PROPERTY ADDRESS: 1853 Buckingham Rd. Los Angeles, Ca 90019

Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature: Woodwork		
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:	2018+
Description of work: Restore and maintain original wo	oodwork in primary first floor rooms	
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature: Fireplace/Chimney		
Cost \$25,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2019
Description of work: Repair/Re-build fireplace to resto	ore to working order	
Maintenance  Rehabilitation/Restoration	Completed	Proposed
Building Feature: Sewer Pipe		
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:	2019
Description of work: Replace section of sewer pipe ur	derneath porch to the street	
Maintenance     Rehabilitation/Restoration	Completed	🖬 Proposed
Building Feature: Exterior Brick Elements		
Cost \$ 20,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2019
Description of work: Implement conservator recomme mortar at brick walls; re-point as	0	lion of

# PROPERTY ADDRESS: 1853 Buckingham Rd. Los Angeles, Ca 90019

□ Maintenance	Completed	Proposed
Building Feature: Landscaping		
Cost \$_17,500 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2022
Description of work: Develop and implement landsca		
Maintenance     Rehabilitation/Restoration	Completed	🖬 Proposed
Building Feature: Back Porch		
Cost \$_15,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2022
Description of work: Re-design and re-build back pore construction	ch to correct current conditions of im	proper
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 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 Davidson 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

1862 Buckingham Road

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

THIS AGREEMENT is made and entered into this	s day of	2016, by and
	(LEAVE DATE BLANK UNTIL RECORD	) E D )
between the CITY OF LOS ANGELES, a municipa	I corporation (hereinafter referred t	o as the "City") and
The Davidson Living Trust	(hereinafter referred to a	s the "Owner").
(PRINT NAME OF EACH OWNER AS LISTED ON TI	ΤΕΕ)	

#### 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 <u>Contributing Property</u> and located at the street address <u>1862 Buckingham Road</u>, Los Angeles, California <u>90019</u> (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 determined was to be а Contributing Structure to the Lafayette 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<br/>200 North Spring Street, Room 559<br/>Los Angeles, California 90012<br/>Attn: Historical Property Contracts ManagerTo Owner:NameAddressThe Davidson Living Trust<br/>1862 Buckingham Rd<br/>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

By:

VINCENT P. BERTONI, AICP, Director of Planning

By:

5-28-16

Öwner Signature\*

Kathleen M. Davidson, Trustee of The Davidson Living Trust 5-28-16

By:

Owner Signature\*

Kief. Davidson, Trustee of The Davidson Living Trust 5-28-16

Print Name

**Print Name** 

Date

Date

5.28 /6

Date

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.

2월 2월 3일 2월 20일 전 2월 2일 2월 2일 2일 2일 2일 2일 2일 1월 2일 2월 2일 2일 2월 2일	KNOWLEDGMENT
A notary public or other officer comp certificate verifies only the identity of who signed the document to which the attached, and not the truthfulness, and validity of that document.	f the individual his certificate is
State of California County of hos Angeles	
- 2월 : 2월 2월 : 2월	fore me. Freddie Moore Notry Pchli- (insert name and title of the officer)
who proved to me on the basis of satisf subscribed to the within instrument and his/her/their authorized capacity(ies), and	factory evidence to be the person(s) whose name(s) is/are l acknowledged to me that he/she/they executed the same in nd that by his/her/their signature(s) on the instrument the which the person(s) acted, executed the instrument.
전 가격 방법은 것 같아요. 그는 것 같은 것 같아. 것 같아? 승규가 가지 않는 것 같아. 나는 것	' under the laws of the State of California that the foregoing
I certify under PENALTY OF PERJURY paragraph is true and correct.	
I certify under PENALTY OF PERJURY paragraph is true and correct. WITNESS my hand and official seal.	FREDDIE MOORE Commission # 2056236 Notary Public - California Los Angeles County My Comm. Expires Feb 25, 2018

## HISTORICAL PROPERTY CONTRACT APPLICATION FORM

PROPERTY ADDRESS: <u>1862 Buckingham Rd, Los Angeles CA</u>	90019		· · · · · · · · · · · · · · · · · · ·
OWNER(S) OF PROPERTY: The Davidson Family Trust			
OWNER(S) MAILING ADDRESS: <u>1862 Buckingham Rd, Los A</u>	ngeles CA 90019		
Home Telephone: <u>(310) 428-8843</u>	_ WORK TELEPHON	E:	
MOBILE TELEPHONE: <u>(310)</u> 428-8843	ALTERNATE TELEP	HONE: <u>(323) 44</u>	5-8364
OWNER(S) EMAIL: kiefdavidson@gmail.com	ALTERNATE EMAIL	<u>kathleendavi</u>	dson@gmail.com
PROPERTY INFORMATION			
Legal Description: TRACT: Lafayette Square	βιοςκ: 8	Lot: 42	ARB: None
Assessor Identification Number (AIN): 5071 - 007			
PROPERTY PURCHASE DATE: 5/20/2015 MOST			
OWNER OCCUPIED: • YES • NO USE: • SING			
ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CIT SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND S			C YES
TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS AN	geles are PAID to d	ATE?	🍘 YES 🦷 NO
ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM TH BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPAR		RTMENT OF	🤆 Yes 🧉 No
HISTORICAL SIGNIFICANCE			•
HISTORIC-CULTURAL MONUMENT (HCM)			
HCM NUMBER: HCM NAME:			
Contributor to a Historic Preservation Overlay 2	CONE (HPOZ)		
HPOZ NAME: Lafayette Square	HISTORIC PROPERTY	NAME:	
Original Construction Date: <u>1950</u> A	RCHITECT(S): unkno	wn	
ARCHITECTURAL STYLE: Colonial Revival / Cape Cod Revival			
I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY D	ESCRIBED ABOVE ANI	D HEREBY APPLY	for an Historical
FROM WINAUT.	Allah	$\Lambda_{\Lambda}$	

OWNER SIGNATURE LIEF Davidson 2-25-16 Kathleen M. Davidson 2-25-16 Date OWNER SIGNATURE DATE LIEF Davidson 2-25-16 Kathleen M. Davidson

PRINT NAME

OWNER INFORMATION

PRINT NAME

EXHIBIT "A"

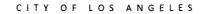
**Revised November 2015** 

### REHABILITATION/RESTORATION/MAINTENANCE PLAN

## PROPERTY ADDRESS: 1862 Buckingham Road, 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, <u>NOT modernization, remodels, or construction of new elements</u>. 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 and insulation	
Cost \$ 20,048.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:
Description of work: Original roof from 1950 had 5-8 la Roof was replaced with cool roof	ayers of shingles and was in complete disrepair. shingles and full attic insulation. HPOZ approved.
Maintenance     Rehabilitation/Restoration	🖬 Completed 🛛 Proposed
Building Feature: Gutters	
Cost \$(round to nearest dollar)	Contract Year of Proposed Work Completion:
Description of work: Gutters were replaced when the	roof after roof was completed
Maintenance     Rehabilitation/Restoration	🖬 Completed 🛛 Proposed
Building Feature: Drainage	
Cost \$ <u>3400.00</u> (round to nearest dollar)	Contract Year of Proposed Work Completion: 2015
Description of work: There was no working drainage f put in to remove water from the h	or the house or yard. Trenches dug and piping
Maintenance     Rehabilitation/Restoration	🖬 Completed 🛛 Proposed
Building Feature: Interior and exterior surface	aces
Cost \$(round to nearest dollar)	Contract Year of Proposed Work Completion: 2015
Description of work: Entire inside and outside of the h re stucco'd that were in bad shap	nome was repainted. Sections of the house were be. Exterior colors approved by HPOZ



## PROPERTY ADDRESS: 1862 Buckingham Road, 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, <u>NOT modernization, remodels, or construction of new elements</u>. 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		
4925.00		2015
	contract real of Proposed Work completion.	
Description of work: Sub panel was replaced as it was of wiring. Partial replacement of wiring	ld and a fire hazard. Most of the house ha and outlets. Remaining to be done in pro	as old oposed plan.
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature: Hazardous Material Aba	tement	
Cost \$(round to nearest dollar)	Contract Year of Proposed Work Completion:	2015
Description of work: Exposed and hazardous asbesto air tested. Upstairs HVAC ductw		oved and
Maintenance Rehabilitation/Restoration	🖬 Completed	Proposed
,	•	Proposed
Building Feature: Foundation repair and e	arthquake bolting	Proposed 2015
Building Feature: Foundation repair and e	Contract Year of Proposed Work Completion:	2015
Building Feature: Foundation repair and e Cost \$6248.00 (round to nearest dollar) Description of work: small foundation under the house bolted. Maintenance	Contract Year of Proposed Work Completion:	2015
Building Feature: Foundation repair and e Cost \$6248.00 (round to nearest dollar) Description of work: small foundation under the house bolted.	arthquake bolting Contract Year of Proposed Work Completion:	2015 uake
Building Feature: Foundation repair and e Cost \$6248.00 (round to nearest dollar) Description of work: small foundation under the house bolted. Maintenance	arthquake bolting Contract Year of Proposed Work Completion:	2015 uake

HISTORICAL PROPERTY CONTRACT APPLICATION REVISED MARCH 2016

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## PROPERTY ADDRESS: 1862 Buckingham Road, 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, <u>NOT modernization, remodels, or construction of new elements</u>. 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 🛛 🖬 Reh	nabilitation/Restoration	Complet	ed 🛛 Proposed
Building Feature: Back	yard patio area		
<sub>Cost</sub> \$8750.00	_ (round to nearest dollar)	Contract Year of Proposed Work Completi	on: 2016
demo	area was in complete disrepair. Nition, replacement of steps that crumbling.	Hazardous. Full patio rehabilitation in were not to code, new tile. Removal	ncluding of pergola that
	abilitation/Restoration	🖬 Complet	ed 🗌 Proposed
Building Feature: Back	yard and garden		
		Contract Year of Proposed Work Completi	on: 2016
•		included Backyard demolition, sp n installed, plants, grass, garage	
			•
	abilitation/Restoration	Complet	•
		Complet	•
Building Feature: Wind		Complete Contract Year of Proposed Work Completi	ed 🗆 Proposed
Building Feature: Wind Cost \$1640.00 Description of work: 4 original	OWS _ (round to nearest dollar) ginal wood windows partially		ed □ Proposed on: 2015 Windows were
Building Feature: Wind Cost \$ 1640.00 Description of work: 4 origination of work: 4 origination of work: 4 origination of work and a second	OWS _ (round to nearest dollar) ginal wood windows partially ble to open and were damag abilitation/Restoration	Contract Year of Proposed Work Completi	ed Proposed on: 2015 Windows were ed plan.
Building Feature: Wind Cost \$ 1640.00 Description of work: 4 origination of work: 4 origination of work: 4 origination of work and a second	OWS _ (round to nearest dollar) ginal wood windows partially ble to open and were damag abilitation/Restoration	Contract Year of Proposed Work Completi r restored to HPOZ specification. je. Remaining windows in propos	ed Proposed on: 2015 Windows were ed plan.
Building Feature: Wind Cost \$1640.00 Description of work: 4 origination Maintenance Reference Building Feature: Sewe	OWS _ (round to nearest dollar) ginal wood windows partially ble to open and were damag abilitation/Restoration	Contract Year of Proposed Work Completi r restored to HPOZ specification. je. Remaining windows in propos	ed □ Proposed on: 2015 Windows were ed plan. ed □ Proposed

HISTORICAL PROPERTY CONTRACT APPLICATION REVISED MARCH 2016

### REHABILITATION/RESTORATION/MAINTENANCE PLAN

## PROPERTY ADDRESS: 1862 Buckingham Road, 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, <u>NOT modernization, remodels, or construction of new elements</u>. 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	Completed	Proposed
Building Feature: Wood floors		
	Contract Year of Proposed Work Completion:	2015
Description of work: Repaired and restored wood floo New oak was put in to match. Fl	ors. Floor boards in 2 bedrooms were oors buffed and polished to match.	e torn up.
□ Maintenance	E Completed	Proposed
Building Feature: Hardware		
Cost \$(round to nearest dollar)	Contract Year of Proposed Work Completion:	2015
Description of work: Rehabilitation of original hardwa where needed.	re and installation of reproduction ha	rdware
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:		

HISTORICAL PROPERTY CONTRACT APPLICATION REVISED MARCH 2016

CITY OF LOS	5 ANGELES
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## PROPERTY ADDRESS: 1862 Buckingham road, 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, <u>NOT modernization, remodels, or construction of new elements</u>. 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.

	Rehabilitation/Restoration	🗆 Com	pleted		Proposed
Building Feature:	xterior Front porch rend	ovation			
<sub>Cost \$</sub> 15,000	) (round to nearest dollar)	Contract Year of Proposed Work Com	pletion:	20	18
Description of work:	The entire front porch is in disrepair (new steps, concrete or tile) with add house and beam/post replacement.	litional foundation and stucco repa	air in Iow		
	Rehabilitation/Restoration	🗌 Com	pleted		Proposed
Building Feature:	andscape and Hardsca	ре			
<sub>Cost</sub> \$7500	(round to nearest dollar)	Contract Year of Proposed Work Com	pletion:	20	18
Description of work:	Front of house. Garden area in front of 3 dead trees and dead plants, planting house to end of lawn.	of house is torn up and bare. Demo	olition an	nd rer	moval of
Maintenance	Rehabilitation/Restoration	🗆 Com	pleted		Proposed
Building Feature:	xterior security Door ar	nd window gate			
<sub>Cost</sub> \$ 4500	(round to nearest dollar)	Contract Year of Proposed Work Com	pletion:	20	19
	Security gate removal (1st floor w Repaint areas.	vindows x4 and door) repaint a	and doc	or re	place.
	Rehabilitation/Restoration	🗋 Com	pleted		Proposed
Building Feature:	lindows				
<sub>Cost</sub> \$ <u>6400</u>	(round to nearest dollar)	Contract Year of Proposed Work Com	pletion:	20	20
	Fully restore 8 windows. Most wi where necessary.	ndows do open and have crac	ks. Rep	place	e glass

HISTORICAL PROPERTY CONTRACT APPLICATION REVISED MARCH 2016

### REHABILITATION/RESTORATION/MAINTENANCE PLAN

## PROPERTY ADDRESS: 1862 Buckingham Rd. Los Angeles CA 90019

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🗆 Maintenance 🛛 🗟 Rehabilitation/Restoration	Completed		Proposed
Building Feature: Fireplace			
7000 00	Contract Year of Proposed Work Completion:	20	21
Description of work: replace and rehabilitate interior f	ireplace and exterior (within house)		
Maintenance     Rehabilitation/Restoration	Completed		Proposed
Building Feature: Garage Roof			
Cost \$(round to nearest dollar)	Contract Year of Proposed Work Completion:	20	22
Description of work: Garage Roof repair. Water is poor	oling on top. Roof is old.		
Maintenance Rehabilitation/Restoration		8	Proposed
Building Feature: Electrical			
Cost \$_4000.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	20	23
Description of work: replace old wiring .			
Maintenance Rehabilitation/Restoration	Completed		Proposed
Building Feature: Sliding door in dining roo	om		
Cost \$ <u>8500.00</u> (round to nearest dollar)	Contract Year of Proposed Work Completion:	20	24
Description of work: 10 ft Sliding door removal and re working handle. Repaint.	place (door in need of replace). The	re is	no

HISTORICAL PROPERTY CONTRACT APPLICATION REVISED MARCH 2016

### REHABILITATION/RESTORATION/MAINTENANCE PLAN

## PROPERTY ADDRESS: 1862 Buckingham Rd. Los Angeles CA 90019

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🗆 Completed 🛛 🗮 Proposed
Contract Year of Proposed Work Completion: 2026
faces (when needed).
🗌 Completed 🛛 🖬 Proposed
Contract Year of Proposed Work Completion:
🗆 Completed 🛛 🖬 Proposed
Contract Year of Proposed Work Completion:
🗆 Completed 🛛 🗟 Proposed
Contract Year of Proposed Work Completion:

HISTORICAL PROPERTY CONTRACT APPLICATION REVISED MARCH 2016

### 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 OWEN KYDD MAGYN KYDD (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 2192 CAMBRIPGE ST., LOS ANGELES, 90006 (LA.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this day of 2016, by and (LEAVE DATE BLANK UNTIL RECORDED) 2016, by and between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and MAGYN KYDP OWEN KYDD (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 <u>Canterbology</u> and located at the street address <u>2192</u> (<u>cambeidage 54</u>, Los Angeles, California <u>90006</u>, (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.

- , N/A : (a) the City Council of the City of Los Angeles N/A (iii) On declared the Property Historic-Cultural Monument No. pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. <u>N/A</u>-<u>N/A</u>); or, (b) The determined Property was to be а 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 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 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

Address

Owen and Magyn Kypo
2192 Cambridge St LA.
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

By: \_

VINCENT P. BERTONI, AICP, Di	rector of Plann	ing	Date
	Ву:	Owner Signature*	
		Print Name	<u>5/31</u> /16 Date
	By:	Owner Signature*	
		MAGYN KYDP	5/31/16
		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

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 LES Angeles	e )		( )
On Mary 31 2016 before	me, brothan	H. Silva	Noter, Public
Date	Here Inser	t Name and Title of t	
personally appeared Owen k	Lydd, Magyr	1 Kydd	
	Name(s) of	Signer(s) <sup>/</sup>	

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 ature of Natary 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:			Number of Pages:
	Than Named Above:		
Capacity(ies)	Claimed by Signer(s)		
	· · · · · ·	Signer's Name:	
Corporate Officer — Title(s):		Corporate Officer — Title(s):	
	Limited 🔲 General		Limited 🔲 General
🗆 Individual	Attorney in Fact		Attorney in Fact
	Guardian or Conservator	🗆 Trustee	Guardian or Conservator
Other:		Other:	
Signer Is Repre	esenting:	Signer Is Repre	esenting:
-	-	_	-

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## HISTORICAL PROPERTY CONTRACT APPLICATION FORM

### OWNER INFORMATION

PROPERTY ADDRESS: 2192 Cambridge Street, Los Ar	ngeles, CA 90006	
OWNER(S) OF PROPERTY: Owen and Magyn Kydd		
OWNER(S) MAILING ADDRESS: 2192 Cambridge Stree	et, Los Angeles, CA 90006	
Home Telephone: <u>(310)</u> 384-2515	Work Telephone: <u>310-384-2515</u>	
MOBILE TELEPHONE: (310) 384-2515	ALTERNATE TELEPHONE: (310) 384-5126	
Owner(s) EMAIL: magynkydd@gmail.com	ALTERNATE EMAIL: <u>owenkydd@yahoo.co</u> r	n
PROPERTY INFORMATION		
Legal Description: TRACT: Harvard Heights	ВLOCK: <u> </u>	n/a
	_ 012 _ 005 COUNCIL DISTRIC	
PROPERTY PURCHASE DATE: July 22, 2015	Most Recent Assessed Value: \$792,000	
OWNER OCCUPIED: ( Yes C No Use: (	Single-Family Dwelling C Multi-Family/Comme	RCIAL/ INDUSTRIAL
ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E",		🤆 Yes 🌾 NA
TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF L	Los Angeles are PAID to date?	🖝 YES 🕜 NO
ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FR BUILDING AND SAFETY OR THE LOS ANGELES HOUSING		C YES 🏾 NO
HISTORICAL SIGNIFICANCE		
HISTORIC-CULTURAL MONUMENT (HCM)		
HCM NUMBER: HCM NAME:		
CONTRIBUTOR TO A HISTORIC PRESERVATION OV	rerlay Zone (HPOZ)	
HPOZ NAME:Harvard Heights	HISTORIC PROPERTY NAME:	
ORIGINAL CONSTRUCTION DATE: 1905	ARCHITECT(s): Frank M. Tyler	
ARCHITECTURAL STYLE: Arts and Crafts		
	ERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN H	ISTORICAL
PROPERTY CONTRACT. Feb 25, 2	2016	Feb 25, 2016
OWNER SIGNATURE DATI	E OWNER SIGNATURE	DATE
Owen Kydd	Magyn Kydd	
Print Name	Print Name	
	FYHIRIT "A"	vised November 2015

## PROPERTY ADDRESS: 2192 Cambridge Street, Los Angeles, CA 90006

Maintenance      Rehabilitation/Restoration	Completed	Proposed
Building Feature:New Foundation		
Cost \$\$36,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2015
Description of work: Property was seismically retrofitted with a new founda foundation wall replacement.	tion including: braces, bolting, new piers and e	entire exterior
Maintenance     Kehabilitation/Restoration	Completed	Proposed
Building Feature: Cast Iron Piping replaced		
Cost \$ <u>\$4,500</u> (round to nearest dollar)	Contract Year of Proposed Work Completion:	2015
Description of work:		
The cast iron piping under house was replaced with ne	w piping and re-directed to sewer line.	
Maintenance     Kehabilitation/Restoration	Completed	Proposed
Building Feature:Clawfoot tub re-glazed		
Cost \$\$500 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2015
Description of work:		
Original clawfoot tub was reglazed to make it operable	<u>.</u>	
Maintenance     Kehabilitation/Restoration		Proposed
Building Feature: Front porch wood panel floor board	ds restore	
Cost \$(round to nearest dollar)	Contract Year of Proposed Work Completion:	2016
Description of work:		
Engage in a historic preservation consultant to preserv	e and rehabilitate wood floor boards.	

## PROPERTY ADDRESS: 2192 Cambridge Street, Los Angeles, CA 90006

Maintenance     Kehabilitation/Restoration	Completed	Proposed	
Building Feature: Exterior Shingles Replacement			
Cost \$\$25,000 (round to nearest dollar)	Contract Year of Proposed Work Completion: _	2017	
Description of work:			
Investigate and engage a historic preservation consultant	t for shingles replacement and maintenance.		
Maintenance     Kehabilitation/Restoration	Completed	Proposed	
Building Feature: Full exterior house painting			
Cost \$\$5,400(round to nearest dollar)	Contract Year of Proposed Work Completion: _	2017	
Description of work:			
Full exterior house painting including all details. Will engage a historic preservation consultant for color options.			
Maintenance     Kehabilitation/Restoration	Completed	Proposed	
Building Feature:Chimney retrofit or replacement			
Cost \$\$15,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2017	
Description of work:			
Engage a structural engineer with historic preservation experience to make chimney operable.			
Maintenance  Rehabilitation/Restoration	Completed	Proposed	
Building Feature: Additional Chimney retrofit or remova			
Additional Chimney retrofit or remova		2017	
Building Feature:Additional Chimney retrofit or remova	al		

### REHABILITATION/RESTORATION/MAINTENANCE PLAN

## PROPERTY ADDRESS: 2192 Cambridge Street, Los Angeles, CA 90006

Maintenance C Rehabilitation/Restoration	Completed	Proposed	
Building Feature:Interior painting			
Cost \$\$1,300 (round to nearest dollar)	Contract Year of Proposed Work Completion: _	2017	
Description of work:			
Interior painting of living room, front hallway, upstairs hallways, upstairs 2 bedrooms and 2 bathrooms			
Maintenance C Rehabilitation/Restoration	Completed	Proposed	
Building Feature: Install Central Air Conditioning			
Cost \$\$5,000 (round to nearest dollar)	Contract Year of Proposed Work Completion: _	2018	
Description of work: Remove 4 unsightly window air conditioner units from 2nd floor windows, insulate attic ceiling & install central air conditioning unit.			
Maintenance 🛛 Rehabilitation/Restoration	Completed	Proposed	
Building Feature: Interior wood trim and accents			
Cost \$\$1,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2018	
Description of work:			
Maintain and preserve all of interior wood accents in house.			
Maintenance     Kehabilitation/Restoration	Completed	Proposed	
Building Feature:			
Cost \$\$1,800 (round to nearest dollar)	Contract Year of Proposed Work Completion: _	2018	
Description of work:			
Engage with a historic preservation consultant to repair & maintain windows (12 windows).			

# PROPERTY ADDRESS: 2192 Cambridge Street, Los Angeles, CA 90006

Maintenance     Rehabilitation/Restor	ation	Completed	Proposed
Building Feature: Wood Flooring kitch	'n		
Cost \$(round to neared	t dollar) Contract Year of Proposed	Work Completion:	2018
Description of work:			
Consult with a conservator and impleme	nt a plan to replace and kitchen floor with	historíc in-kind flo	or.
Maintenance 🛛 Rehabilitation/Restor	ation	Completed	Y Proposed
Building Feature: Kitchen counter top	eplacement		
Cost \$\$1,500 (round to neare:	t dollar) Contract Year of Proposed	Work Completion:	2019
Description of work:			
Replace old counter top with in-kind his	oric counter.		
Maintenance 🛛 Rehabilitation/Restor	ation	Completed	Proposed
Building Feature:Kitchen interior pain	ng		
Cost \$(round to neares	t dollar) Contract Year of Proposed	Work Completion:	2019
Description of work:			
Paint kitchen interior and ceiling.			
Maintenance     Kehabilitation/Restor	ition	Completed	Proposed
Building Feature:Dining Room ceiling	tucco texture		
Cost \$(round to neares	t dollar) Contract Year of Proposed	Work Completion:	2019
Description of work:			
Work with drywall contractor to smooth	out stucco texture on ceiling.		

# PROPERTY ADDRESS: 2192 Cambridge Street, Los Angeles, CA 90006

Maintenance     Kehabilitation/Restoration	Completed	Proposed
Building Feature:Kitchen ceiling stucco texture		
Cost \$\$300 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2019
Description of work:		
Work with drywall contractor to smooth out stucco textu	re on ceiling.	
Maintenance     Kehabilitation/Restoration	Completed	Proposed
Building Feature: Upstairs bathroom ceiling stucco text	lite	
Cost \$\$200 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2019
Description of work:		
Work with drywall contractor to smooth out stucco textu	re on ceiling.	
Maintenance     Kehabilitation/Restoration	Completed	Proposed
Image: Maintenance       Maintenance         Building Feature:       Main floor bathroom replace floor tile	Completed	Proposed
•	Completed	
Building Feature: Main floor bathroom replace floor tile	-	
Building Feature:       Main floor bathroom replace floor tile         Cost \$\$1,000       (round to nearest dollar)	Contract Year of Proposed Work Completion: _	
Building Feature:       Main floor bathroom replace floor tile         Cost \$	Contract Year of Proposed Work Completion: _	
Building Feature: Main floor bathroom replace floor tile Cost \$(round to nearest dollar) Description of work: Engage with a historic preservation consultant, to replace	Contract Year of Proposed Work Completion: _	2020
Building Feature: Main floor bathroom replace floor tile Cost \$\$1,000 (round to nearest dollar) Description of work: Engage with a historic preservation consultant, to replace I Maintenance Rehabilitation/Restoration Main floor bathroom replace shower	Contract Year of Proposed Work Completion: _	2020
Building Feature: Main floor bathroom replace floor tile Cost \$	Contract Year of Proposed Work Completion:	2020 Proposed

# PROPERTY ADDRESS: 2192 Cambridge Street, Los Angeles, CA 90006

Maintenance     Kehabilitation/Restoration	Completed	Proposed
Building Feature:Main floor bathroom wall tile		
Cost \$\$1,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2020
Description of work:		
Engage with a historic preservation consultant, to insert	wall tile with an in-kind historic tile.	
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature:Cloth wiring replacement		
Cost \$\$4,800 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2020
Description of work:		
Continued cloth wiring replacement and new electrical particular	anel.	
Maintenance     Kehabilitation/Restoration		Proposed
Building Feature: Dining Room support beam		
Cost \$\$4,500 (round to nearest dollar)		2021
	Contract Year of Proposed Work Completion:	2021
Description of work:	Contract Year of Proposed Work Completion:	
Description of work: Insert new beam in dining room above bay window for 2r		2021
		Proposed
Insert new beam in dining room above bay window for 2r	nd floor support.	
Insert new beam in dining room above bay window for 2r           Insert new beam in dining room above bay window for 2r           Image: I	nd floor support.	
Insert new beam in dining room above bay window for 2r           Insert new beam in dining room above bay window for 2r           Image: Maintenance         Maintenance           Building Feature: Full front fence removal	nd floor support.	Proposed

#### CITY OF LOS ANGELES

#### REHABILITATION/RESTORATION/MAINTENANCE PLAN

# PROPERTY ADDRESS: 2192 Cambridge Street, Los Angeles, CA 90006

Maintenance     Kehabilitation/Restoration	Completed Proposed
Building Feature: Front yard comprehensive landscape	plan
Cost \$\$3,500 (round to nearest dollar)	Contract Year of Proposed Work Completion:
Description of work: Engage with a landscape designer who has experience w landscape plan for front yard area after fence and gates a	
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 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

Jonathan Little

(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

6711 Whitley Terrace

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

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016, by and (LEAVE DATE BLANK UNTIL RECORDED) 2016, by and

(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 <u>Beatrice B. Green Residence</u> and located at the street address <u>6711 Whitley Terrace</u>, Los Angeles, California <u>90068</u> (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 а 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 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 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	Jonathan Little
	Address	6711 Whitley Terrace
		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:

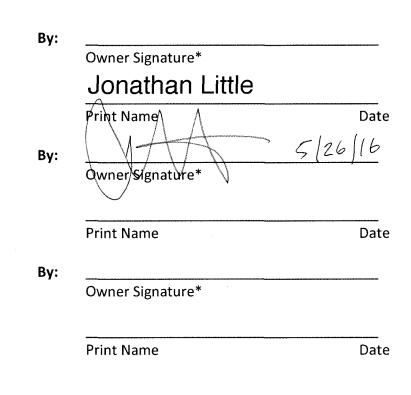
## ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: \_

Deputy

By: \_

VINCENT P. BERTONI, AICP, Director of Planning



APPROVED AS TO FORM MICHAEL N. FEUER, City Attorney

By:\_

Deputy City Attorney, Office of the City Attorney

Date

Date

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.

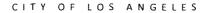
	A	CKNOW	EDGM	ENT			
certificate ver who signed th	c or other officer co fies only the identil e document to whi not the truthfulnes document.	ty of the indi ch this certif	/idual cate is				
State of Califorr County of	ia Los Angeles		)				
On M44 26	, 2016	_ before me,	Joon Wa	an Kim N	otary P	ublic	
who proved to n subscribed to th /îij/her/their aut	e within instrument	satisfactory e and acknov s), and that l	vidence to /ledged to byfilis/her/	me that f their sign	າັງe/she/th ature(ຮ)	ý whose name(s)زُڠ⁄ hey executed the sa on the instrument th the instrument.	ime in
I certify under P paragraph is tru		URY under	the laws o	f the State	e of Cali	ifornia that the foreg	oing
WITNESS my h	and and official sea	al.		ANNAIA		JOON WAN KIM Commission # 2057297 Notary Public - California Los Angeles County	Ala
Signature	/ J .		(Seal	)	en in die	My Comm. Expires Feb 9, 20	18

### CITY OF LOS ANGELES

# HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION		
PROPERTY ADDRESS: 6711 W. Whit	tley Terrace, Hollywood, CA 90068	*
Owner(s) of Property:	Jonathan Little	
Owner(s) Mailing Address: 6711 W. Whit	ley Terrace, Hollywood, CA 90068	
Home Telephone: <u>(323) 821-6860</u>	Work Telephone: <u>(323)</u> 821-6860	
MOBILE TELEPHONE: <u>(323)</u> 821-6860	Alternate Telephone:	
OWNER(S) EMAIL:	Alternate Email:	
	n taun 1977 - El Martin Lung Friedman, engle Martine Martine Antonio Esperio (1977) - 2018 - 2019 	unita e a energiamenta da encontra tazi ang kulo e karona. En 1 e a energiamenta da encontra tazi ang kulo e karona.
Legal Description: TRACT: Tract No. 3639, Whitley Hei	ghts Block: N/A Lot: 43 AR	в: <u>N/A</u>
Assessor Identification Number (AIN): 5575	014 - 004 Council Dist	RICT NO.: <u>4</u>
PROPERTY PURCHASE DATE: 10/14/2011	Most Recent Assessed Value: \$607,286.00	
OWNER OCCUPIED: • YES	Single-Family Dwelling 👘 🖓 Multi-Family/ Com	IMERCIAL/ INDUSTRIAL
Addresses for all other property owned within th separate sheet of paper, labeled "Attachment E", a		Yes 🙆 NA
TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS	s Angeles are PAID to date?	YES 🔅 NO
ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DE		Yes 💽 No
HISTORICAL SIGNIFICANCE	n a syn nag ar ar an	annan an an an an Galachan - Nann Anna San an an San Annan San an Annan San Annan San An An
HISTORIC-CULTURAL MONUMENT (HCM)		
HCM NUMBER: HCM NAME:		
Contributor to a Historic Preservation Over	lay Zone (HPOZ)	
HPOZ NAME: Whitley Heights	HISTORIC PROPERTY NAME: Beatrice B. Gre	een Residence
ORIGINAL CONSTRUCTION DATE: 1921	ARCHITECT(S): A. S. Barnes	
ARCHITECTURAL STYLE: Spanish Colonial Revival		
AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPER PROPERTY CONTRACT.	TY DESCRIBED ABOVE AND HEREBY APPLY FOR A	
OWNER SIGNATURE DATE	Owner Signature	DATE
Jonathan Little		
Print Name	Print Name	
	EXHIBIT "A"	Revised November 2015

EXHIBIT "A"



# PROPERTY ADDRESS: 6711 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, <u>NOT modernization, remodels, or construction of new elements</u>. 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			Proposed
Building Feature: Barrel tile roof			
Cost \$_50,000.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	20	17
	contract fear of Proposed work completion.		
Description of work: Remove tile roof and replace sub broken tiles in kind.	o-roof and reinstall original tiles, repla	acinę	g any
Maintenance     Rehabilitation/Restoration	Completed		Proposed
Building Feature: Termite damage			
Cost \$20,000.00 (round to nearest dollar)	Contract Voor of Dropoord Work Completion	20	18
	contract rear of proposed work completion.	<u></u>	
Description of work: Repair extensive termite damage	e after fumigation.		
Maintenance     Rehabilitation/Restoration	Completed		Proposed
Building Feature: Bedroom ceilings			
Cost \$_10,000.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	20	19
Description of work: Restore damaged original ceiling	s in bedrooms.		
Maintenance     Rehabilitation/Restoration	□ Completed		Proposed
Building Feature: Exterior stucco			
Cost \$_15,000.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	20	20
Description of work: Repair multiple cracks in exterior	stucco walls, matching original textu	ıre.	

#### CITY OF LOS ANGELES

#### REHABILITATION/RESTORATION/MAINTENANCE PLAN

# PROPERTY ADDRESS: 6711 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, <u>NOT modernization, remodels, or construction of new elements</u>. 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 wiring		
Cost \$25,000.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	21
Description of work: Replace original cloth covered w system.	viring throughout house and upgrade elect	ctrical
Maintenance     Rehabilitation/Restoration	🗆 Completed 🗧	Proposed
Building Feature: Servant's quarters.		
Cost \$20,000.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	22
Description of work: Complete restoration of original .		
Maintenance     Rehabilitation/Restoration	🗆 Completed 📓	Proposed
Building Feature: Garage baluster		
Cost \$5,000.00 (round to nearest dollar)	Contract Year of Proposed Work Completion: 20	24
Description of work: Restore and repair original origin	al railing and balustrade above garages	
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature:		
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:	
Description of work:		

#### 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

CRAIG EKEDAHL

JAMIE HALLER

(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

940 W. KENSINGTON RD.

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

THIS AGREEMENT is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_ 2016, by and (LEAVE DATE BLANK UNTIL RECORDED) between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and CRAIG EKEDAHL & JAMIE HALLER \_\_\_\_\_\_ (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 <u>CONTRIBUTING PROPERTY</u> and located at the street address <u>940 W. KENSINGTON RD.</u>, Los Angeles, California <u>90026</u>, (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 а 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 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.

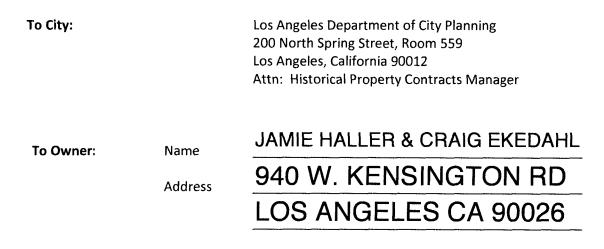
## 7. Binding Effect of Agreement.

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.



#### 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

BA:		
	Deputy	Date

By:

\_

VINCENT P. BERTONI, AICP, Director of Plann	ning	Date
Ву:	Owner Signature*	5(31/16
	Craig Ekedahl	5/18/1€
	Print Name	Date
By:	Alado	5/31/14
	Owner Signature*	
	Jamie Haller	S/18/16
	Print Name	Date Play 221 Date Difached attached actsnatedment
		attached
Ву:	Our or Cicroture *	acisnategrigat
	Owner Signature*	×13
	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.

HISTORICAL PROPERTY CONTRACT REVISED MARCH 2016 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.
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	ACKNOWL	EDGMENT
certificat who sigr attached validity c	public or other officer completing this e verifies only the identity of the indivi- ed the document to which this certific , and not the truthfulness, accuracy, of f that document.	idual cate is
State of Ca County of	alifornia Los Angeles )	
On(	<u> 35 - 31 - 2016</u> before me, _	Anna Shakaryan, Notary Public (insert name and title of the officer)
who prove subscribed h <del>is/her/</del> the	to the within instrument and acknowl ir authorized capacity(ies), and that b	I & Jamie Haller vidence to be the person(s) whose name(s).is/are ledged to me that h <del>e/she</del> /they executed the same in by hi <del>s/her/t</del> heir signature(s) on the instrument the e person(s) acted, executed the instrument.
	der PENALTY OF PERJURY under th is true and correct.	he laws of the State of California that the foregoing
WITNESS	my hand and official seal.	ANNA SHAKARYAN Commission # 2040177 Notary Public - California Los Angeles County My Comm. Éxpires Sep 2, 2017
Signature	A TELEMAN	_ (Seal)

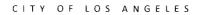
### CITY OF LOS ANGELES

# HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMAT	ION	
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PROPERTY ADDRESS: <u>940 W. Kensington Road.</u>	Los Angeles	, CA 90026		<u> </u>
OWNER(S) OF PROPERTY: Craig Ekedahl & Jamie Haller				
OWNER(S) MAILING ADDRESS: 940 W. Kensingt	on Road. Lo	s Angeles, CA 90026		
Home Telephone: <u>(619) 992-6077</u>		Work Telephone: <u>(213)</u> 489-1988		
MOBILE TELEPHONE: ALTERNATE TELEPHONE: (310) 266-2776				
OWNER(S) EMAIL: jamiehaller78@gmail.com				
PROPERTY INFORMATION	an ann an ann an Ann ann an Ann an Ann an Ann		Merrar anna an Saothanna Saothan an Saothan Saothan Saothan	f a declarization of the second of the second of the second
Legal Description: TRACT: Angelino Heights		BLOCK: <u>17</u> LOT: <u>29</u> ARB:	None	
Assessor Identification Number (AIN): 5405	- <u>004</u>	- 004 Council Distric	T NO.: <u>1</u>	<u></u>
PROPERTY PURCHASE DATE: 2/2/2016	Мозт	Recent Assessed Value: \$755,000.00		
Owner Occupied: 📀 Yes 🙄 No Us	SE: 💽 SINGL	e-Family Dwelling 🕜 Multi-Family/ Comm	ercial/ Ind	USTRIAL
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?				
TAXES ON ALL PROPERTY OWNED WITHIN THE CIT				C No
ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM THE LOS ANGELES DEPARTMENT OF OF UILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPARTMENT?				
HISTORICAL SIGNIFICANCE	n mananan kananan dalam kananan kanana		al kir annah addamaraan ee Lad (n. 1894) Ab	etada antaria distribut attara tamin
HISTORIC-CULTURAL MONUMENT (HCM)				
HCM NUMBER: HCM NAME: _				
Contributor to a Historic Preservatio				
HPOZ NAME: Angelino Heights		HISTORIC PROPERTY NAME:		
ORIGINAL CONSTRUCTION DATE: 1907	A	RCHITECT(S):		
ARCHITECTURAL STYLE: Craftsman Bungalow				
I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY CONTRACT.	PROPERTY DE	SCRIBED ABOVE AND HEREBY APPLY FOR AN H	ISTORICA	L
Digitally signed by Jamie HALLER DN: cn=Jamie HALLER, o, ou, email=JAMIE@NSFCLOTHING.COM, c=US Date: 2016.02.29 11:11:52 -08'00'	2/29/16	Digitally signed by CRAIG DN: cn=CRAIG, o, ou, email=CRAIG811@GMAIL.COM, c=US Date: 2016.02.29 11:12:47 -08'00'	2/2	29/16
Owner Signature	DATE	Owner Signature	DA	TE.
jamie haller		craig ekedahl		
Print Name		Print Name		

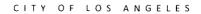
EXHIBIT "A"



# PROPERTY ADDRESS: 940 W. Kensington Road, 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, <u>NOT modernization, remodels, or construction of new elements</u>. 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.

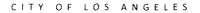
□ Maintenance ■ Rehabilitation/Restorat	•	Proposed
Building Feature: Foundation repl	lacement	
Cost \$_50,000 (round to nearest	dollar) Contract Year of Proposed Work Completion:	2016
Description of work: Replace original brid foundation.	ck foundation with concrete foundation and partial	sister
Maintenance     Rehabilitation/Restorat		Proposed
Building Feature: Sewer line repla	acement	
Cost \$_18000 (round to nearest		2016
Description of work: Sewer line scoping a	and replacement from house to street saddle.	
Maintenance     Rehabilitation/Restorat	•	□ Proposed
······································	•	Proposed
Building Feature: Copper pipe rep	placement	Proposed 2016
Building Feature: Copper pipe rep Cost \$15000 (round to nearest of	placement	2016
Building Feature: Copper pipe rep Cost \$(round to nearest of Description of work: Copper pipe replace galvenized pipe.	dollar) Contract Year of Proposed Work Completion: ement, replacing poorly installed copper pipe and e	2016
Building Feature: Copper pipe rep Cost \$ (round to nearest of Description of work: Copper pipe replace galvenized pipe.	dollar) Contract Year of Proposed Work Completion: ement, replacing poorly installed copper pipe and e	2016 existing
Building Feature: Copper pipe rep Cost \$(round to nearest of Description of work: Copper pipe replace galvenized pipe.	dollar)       Contract Year of Proposed Work Completion:         ement, replacing poorly installed copper pipe and ement, replacing poorly installed copper pipe and ement         tion       Completed         vent replacement	2016 existing



# PROPERTY ADDRESS: 940 W. Kensington Road, Los Angeles, CA 90026

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	Rehabilitation/Restoration	🖬 Completed	Proposed
Building Feature:	lectrical rewire		
<sub>Cost</sub> \$_14,000		Contract Year of Proposed Work Completion:	2016
		d mixed cloth electrical wiring with new and replace with new permitted election	
	Rehabilitation/Restoration	Completed	Proposed
Building Feature:	urnace and AC replace	ment	
<sub>Cost</sub> <u>\$</u> 12000	(round to nearest dollar)		2016
-	Original 1907 furnace replaced u New venting. 2 systems required	tilizing existing original cast iron ven	
	Rehabilitation/Restoration	Completed	Proposed
			Proposed
	Rehabilitation/Restoration          uminum window replace		2016
Building Feature: All Cost \$ 5000 Description of work: 4	(round to nearest dollar)	Contract Year of Proposed Work Completion: der windows replaced at back of house with c vs. Single pane glass used, original mutton s	2016
Building Feature: All Cost \$ 5000 Description of work:	uminum window replace (round to nearest dollar) Unpermitted noncontributing aluminum sli sashes, designed to match original window HPOZ approved. Installed by historic wind	Contract Year of Proposed Work Completion: der windows replaced at back of house with o vs. Single pane glass used, original mutton s ow restoration expert Kevin Kuzma	2016 custom wood ize copied.
Building Feature: All Cost \$ 5000 Description of work:	uminum window replace (round to nearest dollar) Unpermitted noncontributing aluminum sli sashes, designed to match original window HPOZ approved. Installed by historic wind	Contract Year of Proposed Work Completion: der windows replaced at back of house with o vs. Single pane glass used, original mutton s ow restoration expert Kevin Kuzma	2016 custom wood ize copied.
Building Feature: All Cost \$ 5000 Description of work:	uminum window replace (round to nearest dollar) Unpermitted noncontributing aluminum sli sashes, designed to match original window HPOZ approved. Installed by historic wind Rehabilitation/Restoration artial exterior siding rep	Contract Year of Proposed Work Completion: der windows replaced at back of house with c vs. Single pane glass used, original mutton s ow restoration expert Kevin Kuzma	2016 custom wood ize copied.



# PROPERTY ADDRESS: 940 W. Kensington Road, 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, <u>NOT modernization, remodels, or construction of new elements</u>. 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
P Building Feature:	artial interior replaster as needed to re	pair cracks from foundation issues and h	ouse leveling
<sub>Cost</sub> <u>\$</u> 6,000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2016
Description of work: Replace and/or patch original plaster as required to fix buckling, cracks, broken plaster.			
Maintenance	□ Rehabilitation/Restoration	Completed	Proposed
Building Feature:	rood floor refinish and to	ermite repair	
<sub>Cost</sub> \$ <u>13000</u>		Contract Year of Proposed Work Completion:	2016
Description of work: Patch and repair original wood floors to correct termite damage, water damage, buckling caused by damaged foundation with like kind wood. Sand, stain and poly.			
Maintenance	□ Rehabilitation/Restoration	E Completed	Proposed
Building Feature:	ast iron tub and sink re	finishing	
<sub>Cost</sub> \$ 1800	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2016
Description of work: Refinish and restore original cast iron clawfoot tubs (2) and wall hung original apron style sink.			
	apron style sink.		
Maintenance	Rehabilitation/Restoration	Completed	Proposed
_		,	Proposed
C	Rehabilitation/Restoration	,	Proposed       2016



# PROPERTY ADDRESS: 940 W. Kensington Road, 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, <u>NOT modernization, remodels, or construction of new elements</u>. 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.

Anintenance C Rehabilitation/Restoration	🛱 Completed 🛛 Proposed
Building Feature: Interior remodel baths	and kitchen
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion: 2016
	ned tubs, sink, new fixtures, new appliances, new wood de updated/replaced copper/sewer.
Maintenance     Rehabilitation/Restoration	Completed 🛛 Proposed
Building Feature: hauling/ trash and deb	ris removal/ dumpsters
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion: 2016
	by a hoarder and it was acquired with stuff left in home. 8 ve contents of neglected state in order to commence rehabilitation.
Anintenance C Rehabilitation/Restoration	🛱 Completed 🛛 Proposed
Building Feature: Screen repair, refinish	and paint
Cost \$_800 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2016
Description of work: Restore, refinish and paint orig	jinal victorian screens (x3) on property.
□ Maintenance □ Rehabilitation/Restoration	Completed Proposed
Building Feature:	
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:
Description of work:	

HISTORICAL PROPERTY CONTRACT APPLICATION REVISED MARCH 2016

### 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

1142 Kensington 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

1142, 1142 1/2 & 1144 North Kensington Road

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

(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 <u>Wilkes Bungalows</u> and located at the street address <u>1142.1142.12.8.1144 North Kensington Road</u>, Los Angeles, California <u>90026</u>, (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 pursuant to Section 22.171.10 of declared the Property Historic-Cultural Monument No. NA NA NA the Los Angeles Administrative Code (Council File No. ); or, (b) The Property determined Structure to the was to be а Contributing 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 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	1142 Kensington LLC
	Address	131 Jericho Tpke #302
		Jericho, NY 11753

# 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

By: \_

VINCENT P. BERTONI, AICP, Director of Planning		Date	
By:	Owner Signature/		
	<u>Kathleen Mun</u> Print Name of the	and Sole Member 5/10/16 1142 KEnsing Date 1142 KEnsing Fon, LLC	
By:	Owner Signature*		
	Print Name	Date	
Ву:	Owner Signature*		
	Print Name	Date	

APPROVED AS TO FORM MICHAEL N. FEUER, City Attorney

Βγ:\_

Deputy City Attorney, Office of the City Attorney

\* 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.

Date

Date

HISTORICAL PROPERTY CONTRACT ALMOST REVISED MARCH 2016

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 eunq before me, On චඨ (insert name and title of the officer) Marray OPA personally appeared

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

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

WITNESS my hand and official seal Signature



## HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION	
PROPERTY ADDRESS: <u>1142, 1142 1/2 &amp; 1</u>	144 North Kensington Road, Los Angeles, CA 90026
Owner(s) of Property:	1142 Kensington LLC
Owner(s) Mailing Address: 131 Jeri	cho Tpke #302, Jericho, NY 11753
Home Telephone:	Work Telephone:
MOBILE TELEPHONE: (617) 233-3087	ALTERNATE TELEPHONE:
	Alternate Email:
PROPERTY INFORMATION	
Legal Description: TRACT: Angelino Heights	BLOCK: <u>15</u> LOT: <u>3</u> ARB: <u>2</u>
Assessor Identification Number (AIN): 5404 - (	023 - 002 COUNCIL DISTRICT NO.: <u>1</u>
PROPERTY PURCHASE DATE: <u>2/9/2016</u> N	10st Recent Assessed Value: \$820,000.00
OWNER OCCUPIED: C YES O NO USE: C S	ingle-Family Dwelling 🛛 💿 Multi-Family/ Commercial/ Industrial
ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AN	🕻 Yes 💽 NA
TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS	
ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DE	C YES C NO
HISTORICAL SIGNIFICANCE	s is 1990/00/00 for an annual contraction of the second
HISTORIC-CULTURAL MONUMENT (HCM)	
HCM NUMBER: HCM NAME:	
Contributor to a Historic Preservation Overl	AY ZONE (HPOZ)
HPOZ NAME: Angelino Heights	HISTORIC PROPERTY NAME: Wilkes Bungalows
ORIGINAL CONSTRUCTION DATE: 1924	ARCHITECT(s): Frank Kelly, Builder
ARCHITECTURAL STYLE:E	clectic Revival: Craftsman Bungalow
I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERT PROPERTY CONTRACT. 2/10 OWNER SIGNATURE DATE	TY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL
Kathleen Murray	
Print Name	Print Name
	EXHIBIT "A" Revised November 2015

### REHABILITATION/RESTORATION/MAINTENANCE PLAN

## PROPERTY ADDRESS: 1142, 1142 1/2 & 1144 Kensington Road

Maintenance     Rehabilitation/Restoration	Completed	Proposed
	undations	
Building reature:		
Cost \$(round to nearest dollar)	Contract Year of Proposed Work Completion:	2016
Description of work: Three bungalows raised and lev piers/foundations dug/poured; a		ned, new
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature:	Stairs	
Cost \$(round to nearest dollar)	Contract Year of Proposed Work Completion:	2016
Description of work: Three cement staircases poured replaced.		foundations
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature: Paved section of yard	between front & rear bungal	ows.
Cost \$(round to nearest dollar)	Contract Year of Proposed Work Completion:	2016
Description of work: The paved section of yard betwee	en front & rear bungalows was demo	lished.
Maintenance     C     Rehabilitation/Restoration	Completed	Proposed
Building Feature: Retaining V	wall and granite	
Cost \$(round to nearest dollar)	Contract Year of Proposed Work Completion:	2016
Description of work: Railroad retaining wall added at added.	end of demoed paving; land leveled;	granite

### REHABILITATION/RESTORATION/MAINTENANCE PLAN

## PROPERTY ADDRESS: 1142, 1142 1/2 & 1144 Kensington Road

🗆 Maintenance 🛢 Rehabilitation/Restoration 🗧 Completed 🗔	] Proposed
Building Easture: Original wood floors	·····
Cost \$2,600 (round to nearest dollar) Contract Year of Proposed Work Completion: 20	016
Description of work: Rehabilitate and refinish floors in two bungalows.	
□ Maintenance ■ Rehabilitation/Restoration ■ Completed □	Proposed
Building Feature: 1142 1/2: Rehabilitation following foundation replacement	
Cost \$2,250 (round to nearest dollar) Contract Year of Proposed Work Completion:	016
Description of work: Rehabilitate plaster walls; rehabilitate windows to render functionality; pa interior following foundation replacement.	aint
□ Maintenance ■ Rehabilitation/Restoration ■ Completed □	Proposed
Building Feature: 1144: Plaster walls	
	016
Description of work: Rehabilitate plaster walls following foundation replacement; paint interior.	-
	Proposed
Building Feature:	
Cost \$(round to nearest dollar) Contract Year of Proposed Work Completion: 20	016
Description of work: Broken heater replaced.	

### REHABILITATION/RESTORATION/MAINTENANCE PLAN

#### PROPERTY ADDRESS:

## 1142, 1142 1/2 & 1144 Kensington Road

🖬 Maintenance	Rehabilitation/Restoration	Completed	I 🗐 Proposed
Building Feature:		Electrical	
<sub>Cost</sub> \$2,000	(round to nearest dollar)	Contract Year of Proposed Work Completion	2017
Description of work	$_{\rm c}$ Remove knob & tube wiring and	replace with new wiring.	
Maintenance	Rehabilitation/Restoration	Completed	Proposed
Building Feature:		Gutters	
<sub>Cost \$</sub> 5,500	(round to nearest dollar)	Contract Year of Proposed Work Completion	2018
Description of work	a There are NO gutters present, an fact. Therefore, gutters will be ins	<b>,</b> , ,	se of that
Maintenance	Rehabilitation/Restoration	Completed	Proposed
Building Feature:	Wood	den clapboards	
<sub>Cost</sub> <u>\$</u> 12,000	+ (round to nearest dollar)	Contract Year of Proposed Work Completion	2019
Description of work	::Must get consultation and cost* to reha bungalows/garage caused by lack of g	abilitate/replace warped clapboards on utters. Project will be painted [cost is pa	nt project,only].
Maintenance	Rehabilitation/Restoration	Completed	Proposed 🖬
Building Feature:	N	/ater main	
<sub>Cost</sub> <u>\$</u> 4,500	(round to nearest dollar)	Contract Year of Proposed Work Completior	2020
Description of work	Water main is corroded. Must be	replaced.	

### REHABILITATION/RESTORATION/MAINTENANCE PLAN

#### PROPERTY ADDRESS:

## 1142, 1142 1/2 & 1144 Kensington Road

Maintenance	Rehabilitation/Restoration	Completed	Proposed
Building Feature:		Sewer line	
<sub>Cost</sub> \$ 13,500	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2021
Description of work	$_{\rm c}$ Sewer line must be replaced.		
Maintenance	Rehabilitation/Restoration	Completed	Proposed
Building Feature:	Tern	nite remediation	
Unknown at Cost \$	this time* (round to nearest dollar)	Contract Year of Proposed Work Completion:	2022
		termite remediation items and then	
Maintenance	Rehabilitation/Restoration	Completed	Proposed
Building Feature:	Area beh	nind rear bungalow	
<sub>Cost</sub> \$ 18,000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2023
Description of work	Further investigation needed to d alternative solution in low area be	etermine necessity of installing sump whind rear bungalow.	o pump or
□ Maintenance	Rehabilitation/Restoration	Completed	Proposed
Building Feature:	V	Vindow	
<sub>Cost</sub> \$ <u>1,800</u>	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2024
Description of work	Rehabilitate/replace one window	in one bungalow.	

### REHABILITATION/RESTORATION/MAINTENANCE PLAN

#### PROPERTY ADDRESS:

## 1142, 1142 1/2 & 1144 Kensington Road

Maintenance	Rehabilitation/Restoration	 Completed	Proposed
Building Feature:		Water heaters	
<sub>Cost</sub> \$3,000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2024
Description of wor	$_{\rm k:}$ Water heaters (3) at end of life	cycle. Require replacement.	
Maintenance	□ Rehabilitation/Restoration	Completed	Proposed
Building Feature:	NA 80. N. A	Roofs	
<sub>Cost</sub> <u>\$</u> 9,000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2025
Description of wor	k: Roofs at end of life cycle. Must	be fully replaced.	
Maintenance	Rehabilitation/Restoration	Completed	Proposed
		·	
Building Feature:		Floors/Plaster	
Building Feature:_ Cost \$ <b>2,500</b>		loors/Plaster	2026
<sub>Cost</sub> <u>\$</u> 2,500	(round to nearest dollar) When tenant in third unit moves	Contract Year of Proposed Work Completion: out the floors will need to be refinished a	2026 and the
<sub>Cost</sub> <u>\$</u> 2,500	(round to nearest dollar) When tenant in third unit moves	Contract Year of Proposed Work Completion:	2026 and the
<sub>Cost</sub> <u>\$</u> 2,500	(round to nearest dollar) When tenant in third unit moves	Contract Year of Proposed Work Completion: out the floors will need to be refinished a	2026 and the
Cost \$2,500 Description of work	F (round to nearest dollar) When tenant in third unit moves plaster will need to be rehabilitat Rehabilitation/Restoration	Contract Year of Proposed Work Completion: out the floors will need to be refinished a ed as a result of foundation replacement	2026 and the , years ago.
Cost \$2,500 Description of work	F (round to nearest dollar) When tenant in third unit moves plaster will need to be rehabilitat Rehabilitation/Restoration	Contract Year of Proposed Work Completion: out the floors will need to be refinished a ed as a result of foundation replacement	2026 and the , years ago.
Cost \$2,500 Description of work	F (round to nearest dollar) <	Contract Year of Proposed Work Completion: out the floors will need to be refinished a ed as a result of foundation replacement	2026 and the , years ago.
Cost \$2,500 Description of work Description of work Maintenance Building Feature: Cost \$	F (round to nearest dollar) <	Contract Year of Proposed Work Completion: out the floors will need to be refinished a ed as a result of foundation replacement	2026 and the , years ago.

### 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.
- 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

Gregory A. Hampson and Carol Hampson

(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

1847 Virginia Road, Los Angeles, CA 90019

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

(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 <u>Contributing Property</u> and located at the street address <u>1847 Virginia Road</u>, Los Angeles, California <u>90019</u> (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 was Property determined to be а 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 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	Gregory A. Hampson and Carol Hampson 1847 Virginia Road	
	Address	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

By:

VINCENT P. BERTONI, AICP, Director of Plann	ning	Date
Ву:	Owner Signature*	مارد ا
	Gregory A. Hampson	
By:	Print Name	Date
	Owner Signature*	5/31/14
By:	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

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 1.05 before me, Jank On (Here Insert Name and Title of the Officer **Ďate** and personally appeared Name(s) of Sianer(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.



-Rissiel Signature of Notary Public Signature

**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

Number of Pages:
Signer's Name:
Corporate Officer — Title(s):
Partner –  Limited  General
🗆 Individual 👘 🖾 Attorney in Fact
or 🛛 Trustee 🔅 Guardian or Conservator
Other:
Signer Is Representing:

©2015 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

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### HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION					
PROPERTY ADDRESS: <u>1847 Virginia Road, Los A</u>	ngeles, CA S	0019			
OWNER(S) OF PROPERTY: Greg and Carol Hamp	son				_
OWNER(S) MAILING ADDRESS: 1847 Virginia Ro	ad, Los Ang	eles, CA 90019			
Home Telephone: <u>(323)</u> 733-1888		WORK TELEPHOR	NE: <u>(323) 533-8</u>	3999	
MOBILE TELEPHONE: <u>(323) 533-8999</u>		ALTERNATE TELE	PHONE: <u>(310)</u> 5	569-4006	
OWNER(S) EMAIL: <u>stilltheblank@gmail.com</u>		_ Alternate Ema	IL: <u>hambonep</u>	dr@gmail.com	
PROPERTY INFORMATION					
Legal Description: TRACT: 2182/La Fayette Squ	are	_ вьоск: <u>8</u>	Lot: <u>17</u>	ARB:	-
Assessor Identification Number (AIN): 5071	- <u>007</u>	- 069	Coun	NCIL DISTRICT NO.: 10	-
PROPERTY PURCHASE DATE: 7/2/2012	Most	RECENT ASSESSED	VALUE: <u>\$835,74</u>	18.00	
OWNER OCCUPIED:	E: 🔶 SINGL	e-Family Dwelling	C Multi-Fam	nily/ Commercial/ Industria	L
ADDRESSES FOR ALL OTHER PROPERTY OWNED WI SEPARATE SHEET OF PAPER, LABELED "ATTACHMEN				( YES (• N	A
TAXES ON ALL PROPERTY OWNED WITHIN THE CITY	Y OF LOS AN	geles are PAID to I	DATE?	(● YES (○ N)	ю
ARE THERE ANY OUTSTANDING ORDERS TO COMP BUILDING AND SAFETY OR THE LOS ANGELES HOU			ARTMENT OF	C YES 🏾 🕯 N	ю
HISTORICAL SIGNIFICANCE					
HISTORIC-CULTURAL MONUMENT (HCM)					
HCM NUMBER: HCM NAME:					
Contributor to a Historic Preservation	N OVERLAY Z	ONE (HPOZ)			
HPOZ NAME: Lafayette Square		HISTORIC PROPERTY	NAME: <u>1847 V</u>	/irginia Road	
ORIGINAL CONSTRUCTION DATE: 1924	A	RCHITECT(S): E.H.	Merrill		
ARCHITECTURAL STYLE: Spanish Colonial Reviva	<u> </u>				-
I AM (WE ARE) THE PRESENT OWNER(S) OF THE F PROPERTY CONTRACT.	PROPERTY DE	ESCRIBED ABOVE AN	D HEREBY APPL		
Digitally Unreave Carol Hampson DN: cnCarol Hampson, o, ou, enaited that Discon, o, ou, bh: cnCarol Hampson, o, ou, cnaited that Weath (Concerning) Date: 2016.02.29 20:30:06-08'00'	2/29/16	Greg Hamp	SON DN: cn=Group	2/29/16 20:31:26 -08'00'	-
Owner Signature	DATE	OWNER SIGNATUR	RE	DATE	
Carol Hampson		Greg Hampson			-
PRINT NAME		PRINT NAME			
	EXH	IBIT "A"		Revised November 20	015

# PROPERTY ADDRESS: 1847 Virginia Road, Los Angeles, CA 90019

Maintenance     Rehabilitation/Restoration	🖬 Completed	Proposed
Building Feature: Indoor Fountain		·····
7 400	Contract Year of Proposed Work Completion:	2014
Description of work: Restore and Repair original work professional consultation for rest		Engaged
□ Maintenance ■ Rehabilitation/Restoration	🖬 Completed	Proposed
Building Feature: Fountain Room Floors and	Walls	
Cost \$ <u>8,400</u> (round to nearest dollar)	Contract Year of Proposed Work Completion:	2014
Description of work: Remove carpet and paint from carpet walls. Stain concrete floor.	oncrete floor and iron doors, repair a	nd paint
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature: Fountain Room Windows		
Cost \$(round to nearest dollar)	Contract Year of Proposed Work Completion:	2014
Description of work: Remove 4 vinyl windows and rep	lace with wood windows.	
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature: Garage		
Cost \$_3,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2014
Description of work: Replace/Repair water/termite da doorway.	maged framework and open up origin	nal

# PROPERTY ADDRESS: 1847 Virginia Road, Los Angeles, CA 90019

Maintenance	Rehabilitation/Restoration	🖬 Completed	Proposed
Building Feature:	Master Bedroom and Close	et	
<sub>Cost</sub> \$_5,000	(round to nearest dollar)		2014
Description of worl	k: Remove 6 Vinyl Windows and Re	eplace with Wood Windows	
Maintenance	Rehabilitation/Restoration	🖬 Completed	Proposed
Building Feature:	Aaster Bedroom		
<sub>Cost</sub> \$_4,975	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2014
Description of wor	<b>.</b>	vork on S. Side of house and remove glas fir moulding to replace termite d	
Maintenance	Rehabilitation/Restoration	Completed	Proposed
Building Feature:	Aaster Bedroom		
<sub>Cost</sub> \$ <u>6,475</u>	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2014
Description of work	Strip and Stain Original Wood Mc Ceiling.	oulding/Doors/baseboards. Remove	"Popcorn"
Maintenance	Rehabilitation/Restoration	🖬 Completed	Proposed
Building Feature:	Aaster Bedroom		
<sub>Cost</sub> <u>\$</u> 1,000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2014
Description of work	c: Restore 4 original wall sconce fix	tures	

# PROPERTY ADDRESS: 1847 Virginia Road, Los Angeles, CA 90019

Maintenance Rehabilitation/Restoration	🖬 Completed 🛛 Proposed
Building Feature: Front Bedroom	
Cost \$5,700 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2014
Description of work: Strip/Stain Wood original wood n Refinish/Repair original wood flo	
Maintenance     Rehabilitation/Restoration	🖬 Completed 🛛 Proposed
Building Feature: Front Bedroom Closet	
Cost \$_5,000 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2014
Description of work: Restore original wood built in. Re window	Place aluminum window with custom built wood
Maintenance     Rehabilitation/Restoration	🖬 Completed 🛛 Proposed
Building Feature: Back Bedroom	
Cost \$_1,000(round to nearest dollar)	Contract Year of Proposed Work Completion: 2014
Description of work: Restore electrical to original scon	ice placement.
Maintenance     Rehabilitation/Restoration	Completed 🛛 Proposed
Building Feature: Back Bedroom	
Cost \$ <u>3,500</u> (round to nearest dollar)	Contract Year of Proposed Work Completion: 2014
Description of work: Strip/Stain original wood mouldin wood floors.	g/doors/baseboards. Refinish/Restore original

# PROPERTY ADDRESS: 1847 Virginia Road, Los Angeles, CA 90019

□ Maintenance	Completed	Proposed
Building Feature: Garage		
2 500	Contract Year of Proposed Work Completion:	2014
Description of work: Add drains to front of garage and	d grass side to move water away fror	n structure
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature: Heater at bottom of stairs		
Cost \$ 22,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2014
Description of work: Remove broken heater and repla	ace with 2 updated HVAC units	
Maintenance Rehabilitation/Restoration	Completed	Proposed
Building Feature: Stairwell		<u></u>
Cost \$2,500 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2014
Description of work: Strip white paint from banister an floor. Seal and stain concrete flo	d remove white carpet and paint fror	
□ Maintenance ■ Rehabilitation/Restoration	Completed	Proposed
Building Feature: Dining Room/Butler's Pant	ſy	
Cost \$_1,200 (round to nearest dollar)		2015
Description of work: Open up original doorway from b moulding	outler's pantry into dining room, replac	ce original

# PROPERTY ADDRESS: 1847 Virginia Road, Los Angeles, CA 90019

	Rehabilitation/Restoration	Completed	Proposed
Building Feature:	ostairs Bath		
<sub>Cost</sub> \$ <u>3,500</u>	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2015
	Remove vinyl window/replace wi moulding and door	th wood window. Strip and stain ori	ginal wood
	Rehabilitation/Restoration	Completed	Proposed
Building Feature:	ostairs Bath		
7 200	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2015
Description of work:	Repair and update faulty plumbir	ng and leak issues.	
	Rehabilitation/Restoration	Completed	Proposed
Building Feature:	ostairs Bath		
<sub>Cost</sub> \$ <u>18,000</u>	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2015
		ng 70's wall-tile; replace with subway 0's fixtures w/claw foot tub, vanity, s	
	Rehabilitation/Restoration	Completed	Proposed
Building Feature:	ffice off of Master Bedroo	m	
<sub>Cost</sub> \$_4,500	(round to nearest dollar)		2016
		structure. Replace wood damaged ndows with wood windows, moulding	

## PROPERTY ADDRESS: 1847 Virginia Road, Los Angeles, CA 90019

Maintenance Rehabilitation/Restoration	Completed	Proposed
Building Feature: Main Bathroom Downstairs		
7 500	Year of Proposed Work Completion	2016
Description of work: Address peeling tiles and leakage issues damaged materials. Insulate. Replace/re		pair water
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature: Main Bathroom Downstairs		
Cost \$ (round to nearest dollar) Contract	/ear of Proposed Work Completion	2016
Description of work: Remove layers of linoleum floor and repla	ace with historically accurat	e floor
Maintenance     Rehabilitation/Restoration	Completed	Proposed
	Completed	Proposed
Building Feature: Main Bathroom Downstairs	Completed	2016
Building Feature: Main Bathroom Downstairs	ear of Proposed Work Completion	2016
Building Feature:       Main Bathroom Downstairs         Cost \$4,000       (round to nearest dollar)       Contract N         Description of work: Replace 2 aluminum louvered windows woriginal wood moulding and doors.       Contract N         Image: Maintenance       Rehabilitation/Restoration	ear of Proposed Work Completion	2016
Building Feature:       Main Bathroom Downstairs         Cost \$4,000       (round to nearest dollar)       Contract N         Description of work: Replace 2 aluminum louvered windows woriginal wood moulding and doors.       Contract N         Image: Maintenance       Rehabilitation/Restoration	Year of Proposed Work Completion: ith wood windows. Strip ar	2016 d stain
Building Feature:       Main Bathroom Downstairs         Cost       \$4,000       (round to nearest dollar)       Contract of Contrect of Contract of Contract of Contrect of Cont	Year of Proposed Work Completion: ith wood windows. Strip ar	2016 d stain

# PROPERTY ADDRESS: 1847 Virginia Road, Los Angeles, CA 90019

Maintenance	🗆 Completed 🔳 Proposed
Building Feature: Garage	
2 500	Contract Year of Proposed Work Completion: 2017
Description of work: Address roof and drainage issue	es at back of structure
Maintenance  Rehabilitation/Restoration	🗆 Completed 🛛 🖬 Proposed
Building Feature: Foundation	
Cost \$ 4,000 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2017
Description of work: Bolt house to foundation	
Maintenance  Rehabilitation/Restoration	🗆 Completed 🛛 🗎 Proposed
Building Feature: Exterior - Roof	
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion: 2017
Description of work: Engage services of professional roofing issues	
🖬 Maintenance 🛛 🗮 Rehabilitation/Restoration	🗆 Completed 🛛 🗧 Proposed
Building Feature: Exterior Metal Awnings	
Cost $\$$ 7,500 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2017

# PROPERTY ADDRESS: 1847 Virginia Road, Los Angeles, CA 90019

Maintenance	Rehabilitation/Restoration	Complete	d 🖬 Proposed
Building Feature:	Kitchen		
<sub>Cost</sub> \$2,500	(round to nearest dollar)	Contract Year of Proposed Work Completic	n: 2018
Description of work	Consult historical preservation pi and layout.	rofessional to evaluate original kito	hen features
Maintenance	Rehabilitation/Restoration	Complete	d 🖬 Proposed
Building Feature:	(itchen		
<sub>Cost</sub> <u>\$</u> 15,000	(round to nearest dollar)	Contract Year of Proposed Work Completio	n:
Description of work		d metal security bars. Repair stucc inal placement and replace with wo	
🖬 Maintenance	□ Rehabilitation/Restoration	Complete	d 🖬 Proposed
Building Feature:	litchen		
<sub>Cost</sub> <u>\$</u> 10,00	(round to nearest dollar)	Contract Year of Proposed Work Completio	n: 2018
Description of work	Assess and address termite dam framing and finish as needed.	age and peeling ceiling. Repair/Re	
🛛 Maintenance	Rehabilitation/Restoration	Complete	d 🖬 Proposed
Building Feature:	Litchen/Butler's Pantry		
<sub>Cost</sub> <u>\$</u> 30,000		Contract Year of Proposed Work Completio	n: <u>2018</u>

# PROPERTY ADDRESS: 1847 Virginia Road, Los Angeles, CA 90019

Maintenance     Rehabilitation/Restoration	Completed		Proposed
Building Feature: Kitchen			
Cost \$_5,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	20	18
Description of work: Patch interior/exterior as needed			
🗆 Maintenance 🛛 🖬 Rehabilitation/Restoration	Completed		Proposed
Building Feature: Kitchen/Butler's Pantry			
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:	20	18
Description of work: Remove layers of linoleum floor a	and replace with historically compara	able i	material
🛛 Maintenance 🛛 🖬 Rehabilitation/Restoration	Completed		Proposed
Building Feature: Fountain Room			
Cost \$(round to nearest dollar)	Contract Year of Proposed Work Completion:	20	19
Description of work: Restore 2 original screen doors			
□ Maintenance	Completed		Proposed
Building Feature: Living Room			
Cost \$(round to nearest dollar)	Contract Year of Proposed Work Completion:	20	19
Description of work: Remove set glass arched window windows.	vs and replace with wood, historicall	y acc	curate

# PROPERTY ADDRESS: 1847 Virginia Road, Los Angeles, CA 90019

	Rehabilitation/Restoration	Completed	Proposed 🖬
Building Feature:	ving Room		
<sub>Cost</sub> <u>\$</u> 2,000		Contract Year of Proposed Work Completion:	2019
Description of work:	Remove 2 aluminum windows	and replace with wood windows	
	Rehabilitation/Restoration	Completed	Proposed
Building Feature:	mily Room		
<sub>Cost</sub> \$4,500	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2019
Description of work: F	Remove 4 Aluminum Windows	and replace with wood windows	
	Rehabilitation/Restoration	Completed	Proposed
		Completed	Proposed
Maintenance Building Feature: Cost \$1,500		Completed Contract Year of Proposed Work Completion:	2019
Building Feature: Clo Cost \$_1,500	oset Office	Contract Year of Proposed Work Completion:	2019
Building Feature: Clo Cost \$_1,500	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2019
Building Feature: Clo Cost \$ <u>1,500</u> Description of work: F	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2019
Building Feature: Clo Cost \$ <u>1,500</u> Description of work: F	round to nearest dollar) (round to nearest dollar) Remove 2 louvered windows ar	Contract Year of Proposed Work Completion: Id replace with wood windows	2019
Building Feature: Clo Cost \$ <u>1,500</u> Description of work: F	(round to nearest dollar) (round to nearest dollar) Remove 2 louvered windows ar Rehabilitation/Restoration	Contract Year of Proposed Work Completion: Id replace with wood windows	2019
Building Feature: Clo Cost \$ 1,500 Description of work: F Maintenance Building Feature: Liv Cost \$ 7,500	(round to nearest dollar) (round to nearest dollar) Remove 2 louvered windows ar Rehabilitation/Restoration ring Room (round to nearest dollar)	Contract Year of Proposed Work Completion: nd replace with wood windows	2019 Proposed 2020

# PROPERTY ADDRESS: 1847 Virginia Road, Los Angeles, CA 90019

□ Maintenance	Completed	Proposed
Building Feature: Exterior Back Porch		
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:	2020
Description of work: Remove aluminum sliding glass service of Historical Restoration		s. Engage
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature: Exterior Front		
Cost \$(round to nearest dollar)	Contract Year of Proposed Work Completion:	2020
Description of work: Assess and address drainage is	sues at front foundation. Restore as	necessary
□ Maintenance	Completed	Proposed
Building Feature: Garage		<u>1 </u>
2 500	Contract Year of Proposed Work Completion:	2020
Description of work: Remove block glass window and	repair/replace with original details	
□ Maintenance		Proposed 🖬
Building Feature: Exterior Iron Work		
Cost $\$$ (round to nearest dollar)	Contract Year of Proposed Work Completion:	2020
Description of work: Remove paint and restore origin	al iron work on windows and gates	

# PROPERTY ADDRESS: 1847 Virginia Road, Los Angeles, CA 90019

🛛 Maintenance 🛛 🗃 Rehabilitation/Restoration	Completed	Proposed
Building Feature: Front Bedroom		
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:	2021
Description of work: Replace aluminum arched window window design	ows with custom wood window to mat	tch original
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature: Back Bedroom		
Cost \$_3,500 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2021
Description of work: Replace 3 aluminum windows w	th wood windows	
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature: Back Bedroom Closet	Completed	Proposed
•	Completed Contract Year of Proposed Work Completion:	
Building Feature: Back Bedroom Closet	Contract Year of Proposed Work Completion:	2021
Building Feature: Building Feature: Back Bedroom Closet (round to nearest dollar) Description of work: Restore original built in and remonstration Maintenance Rehabilitation/Restoration	Contract Year of Proposed Work Completion:	2021
Building Feature: Building Feature: Back Bedroom Closet (round to nearest dollar) Description of work: Restore original built in and remonstration Maintenance Rehabilitation/Restoration	Contract Year of Proposed Work Completion: ove added wood paneling on walls; re	2021 place with
Building Feature: Back Bedroom Closet          Building Feature:       Back Bedroom Closet         Cost \$       6,000         (round to nearest dollar)         Description of work: Restore original built in and remonstration of work: Restore accurate material	Contract Year of Proposed Work Completion: ove added wood paneling on walls; re	2021 place with

# PROPERTY ADDRESS: 1847 Virginia Road, Los Angeles, CA 90019

🖬 Maintenance 🛛 📓 Rehabilitation/Restoration	Completed	Proposed
Building Feature: Exterior		
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:	2021
Description of work: Repair/Re-Stucoo exterior of ho		
🛛 Maintenance 🛛 🖬 Rehabilitation/Restoration	Completed	Proposed
Building Feature: Garage		
Cost \$(round to nearest dollar)	Contract Year of Proposed Work Completion:	2022
Description of work: Replace Metal Garage Door and	Framing with historically accurate do	oor/framing.
Maintenance Rehabilitation/Restoration	Completed	Proposed Proposed
· · · · · · · · · · · · · · · · · · ·	Completed	Proposed
Maintenance Rehabilitation/Restoration Building Feature: Exterior Landscape Cost \$ 15,000 (round to nearest dollar)	Completed Contract Year of Proposed Work Completion:	Proposed 2023
Building Feature: Exterior Landscape	Contract Year of Proposed Work Completion:	
Building Feature: Exterior Landscape	Contract Year of Proposed Work Completion:	
Building Feature: Exterior Landscape Cost \$(round to nearest dollar) Description of work: Grade/Landscape front exterior; Maintenance Rehabilitation/Restoration	Contract Year of Proposed Work Completion:	
Building Feature: Exterior Landscape Cost \$(round to nearest dollar) Description of work: Grade/Landscape front exterior; Maintenance Rehabilitation/Restoration	Contract Year of Proposed Work Completion: nstall sprinkler as needed	2023
Building Feature: Exterior Landscape Cost \$(round to nearest dollar) Description of work: Grade/Landscape front exterior;	Contract Year of Proposed Work Completion: nstall sprinkler as needed	2023
Building Feature: Exterior Landscape Cost \$ 15,000 (round to nearest dollar) Description of work: Grade/Landscape front exterior; Maintenance Rehabilitation/Restoration Building Feature: Exterior	Contract Year of Proposed Work Completion: nstall sprinkler as needed Completed Contract Year of Proposed Work Completion:	2023

# PROPERTY ADDRESS: 1847 Virginia Road, Los Angeles, CA 90019

🖬 Maintenance 🛛 🖬 Rehabilitation/Restoration	Completed	Proposed
Building Feature: Master Bathroom		
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:	2024
Description of work: Restore/replicate shower tile; r with wood window	epair/replace plumbing issues aluminu	m window
🗆 Maintenance 🛛 🖬 Rehabilitation/Restoration	Completed	Proposed
Building Feature: Master Bathroom		
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:	2024
Description of work: Restore original tile work keepi	ng as much as possible in tact.	
□ Maintenance	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 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.

Ехнівіт "В"

### 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

Billy J. Russell

Ruth E. Russell

(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

5863 Tuxedo Terrace

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

 THIS AGREEMENT is made and entered into this
 day of
 2016, by and

 (LEAVE DATE BLANK UNTIL RECORDED)
 2016, by and

 between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and
 Billy J. and Ruth E. Russell

 (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 <u>Gillespie House</u> and located at the street address <u>5863 Tuxedo Terrace</u>, Los Angeles, California <u>90068</u> (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.

- August 4, 2015 : (a) the City Council of the City of Los Angeles (iii) On declared the Property Historic-Cultural Monument No. 1094 pursuant to Section 22.171.10 of 15 \_ 0665 the Los Angeles Administrative Code (Council File No. ); or, (b) The Property was determined to be Contributing Structure to the а 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 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 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 Address	Billy J. and Ruth E. Russell 5863 Tuxedo Terrace
		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

VINCENT

By: \_

ng	Date
Julie Quan Owner Signature*	rell
Billy J. Russell	5-27-2016
Print Name	Date
Muth & Mus Owner Signature*	sell_
-	
	5-27-2016
Print Name	Date
Owner Signature*	
Print Name	Date
	Owner Signature* Billy J. Russell Print Name Muth & Mus Owner Signature* Ruth E. Russell Print Name Owner Signature*

#### APPROVED AS TO FORM

MICHAEL N. FEUER, City Attorney

By:\_

Deputy City Attorney, Office of the City Attorney

Date

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 ANC	attes,
on 5/27/16	before me, ANUSHA SPIRAM, NOTARY PUBLK
Date	Here Insert Name and Title of the Officer
personally appeared	LY J. RUSSELL and RUTH E. RUSSELL
	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/stie/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

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 Dooument	coachi 1-	Imate
Title or Type of	Attached Document	uperly cos	vouce
Document Date	e: 5/27/16	' U	Number of Pages:
	Than Named Above:		
Capacity(ies)	Claimed by Signer(s)		
	·	Signer's Name	
	fficer — Title(s):		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 Repre	esenting:	Signer Is Repr	esenting:
	-		-

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## HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION		
PROPERTY ADDRESS: 5863 W. Tuxedo Terra	ace, Hollywood, CA 90068	****
OWNER(S) OF PROPERTY: Billy J. and Ru	th E. Russell	
OWNER(S) MAILING ADDRESS: 5863 W. Tuxedo Terra	ace, Hollywood, CA 90068	
Home Telephone: (310) 709-2415	WORK TELEPHONE:	94
MOBILE TELEPHONE: (310) 709-2415	ALTERNATE TELEPHONE:	
OWNER(S) EMAIL: karenlrussell@yahoo.com	Alternate Email:	
PROPERTY INFORMATION	· · · · · · · · · · · · · · · · · · ·	an An the second
Legal Description: TRACT: Tract No. 4366 & T1S, R14W	ВLOCK: N/A & Sec 2 LOT: 13, ptn NE½ ARB:	2
Assessor Identification Number (AIN): <u>5580</u> - <u>023</u>	,	
PROPERTY PURCHASE DATE: 7/28/2009 Mos	T RECENT ASSESSED VALUE: \$923,661.00	
OWNER OCCUPIED: YES NO USE: SING	ile-Family Dwelling Multi-Family/ Commer	cial/ Industrial
ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CI SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND S		Yes 💿 NA
TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS AN	igeles are PAID to date?	• YES NO
ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM TH BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPAR		Yes No
HISTORICAL SIGNIFICANCE		
HISTORIC-CULTURAL MONUMENT (HCM)		
HCM NUMBER: 1094 HCM NAME: Gillespie Ho	use	<u></u>
Contributor to a Historic Preservation Overlay	ZONE (HPOZ)	
HPOZ NAME:	HISTORIC PROPERTY NAME:	
ORIGINAL CONSTRUCTION DATE: 1925	ARCHITECT(S): Frederick A. Hanson	
ARCHITECTURAL STYLE: French Normandie		
I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY D PROPERTY CONTRACT. Bully Q. Russell 2-22-20	rescribed above and hereby apply for an His 16 _ Ruth E. Russell	2-22-2016
OWNER SIGNATURE DATE	Owner Signature	DATE
Billy J. Russell	Ruth E. Russell	
PRINT NAME	Print Name	
	Elile agentange en ander ander ander	

EVUIRIT "A"

Pauls and November 2015

#### REHABILITATION/RESTORATION/MAINTENANCE PLAN

## PROPERTY ADDRESS: 5863 Tuxedo 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, <u>NOT modernization, remodels, or construction of new elements</u>. 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 wall, walkways and s	tairs.	
10 000 00	Contract Year of Proposed Work Completion:	2015
Description of work: Lower "Mick Jagger wall" and re built too high for privacy when M	set exterior stairs and walkways. Fro ick Jagger was at house with L'Wren	
□ Maintenance	E Completed	□ Proposed
Building Feature: Iron railing in living room.		
Cost \$(round to nearest dollar)	Contract Year of Proposed Work Completion:	2015
Description of work: Replicate original fireplace surro	und per historic photo of living room.	
Maintenance Rehabilitation/Restoration	E Completed	Proposed
······································	Completed	Proposed
□ Maintenance ■ Rehabilitation/Restoration Building Feature: Cost \$_10,000.00 (round to nearest dollar)		Proposed 2015
Building Feature: Fish pond	Contract Year of Proposed Work Completion:	2015
Building Feature: Fish pond Cost \$_10,000.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2015
Building Feature: Fish pond Cost \$ 10,000.00 (round to nearest dollar) Description of work: Restore original pond that had be	Contract Year of Proposed Work Completion:	2015
Building Feature: Fish pond Cost \$ 10,000.00 (round to nearest dollar) Description of work: Restore original pond that had be	Contract Year of Proposed Work Completion: een buried under patio for many year	2015 s.
Building Feature: Fish pond Cost \$ 10,000.00 (round to nearest dollar) Description of work: Restore original pond that had be	Contract Year of Proposed Work Completion: een buried under patio for many year	2015 s.

#### REHABILITATION/RESTORATION/MAINTENANCE PLAN

## PROPERTY ADDRESS: 5863 Tuxedo 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, <u>NOT modernization, remodels, or construction</u> 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 \$(round to nearest dollar)	Contract Year of Proposed Work Completion:	2017
Description of work: Replace HVAC.		
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature: Chimney		
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:	2017
Description of work: Re-point chimney and replace he	arth bricks.	
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature:		
Cost \$_35,000.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2018
Description of work: Replace composite roof with woo	d roof like the original was.	
Maintenance     Rehabilitation/Restoration	Completed	Proposed
	Completed	Proposed
□ Maintenance ■ Rehabilitation/Restoration Building Feature: Cost \$20,000.00 (round to nearest dollar)		Proposed

#### REHABILITATION/RESTORATION/MAINTENANCE PLAN

## PROPERTY ADDRESS: 5863 Tuxedo 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, <u>NOT modernization, remodels, or construction of new elements</u>. 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 \$_10,000.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	20	20
Description of work: Install new landscape to replace	that which has been lost.		
Maintenance     Rehabilitation/Restoration			Proposed
Building Feature: Kitchen			
Cost \$_10,000.00(round to nearest dollar)	Contract Year of Proposed Work Completion:	20	22
Description of work: Restore kitchen cabinets and sto	ve.		
Maintenance     Rehabilitation/Restoration	Completed		Proposed
Building Feature: Upstairs bathroom			
Cost \$(round to nearest dollar)	Contract Year of Proposed Work Completion:	20	23
Description of work: Restore upstairs bathroom.			
Maintenance     Rehabilitation/Restoration	Completed		Proposed
Building Feature: Hardwood floors			
Cost \$_30,000.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	20	26
Description of work: Replace thin sanded hardwood fl	oors in kind.		

#### 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

LORE LAC SPRING STREET, L.P., a Delaware limited partnership

(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

433 S. Spring Street

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

 THIS AGREEMENT is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_ 2016, by and (LEAVE DATE BLANK UNTIL RECORDED)
 2016, by and (LEAVE DATE BLANK UNTIL RECORDED)

 between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and LORE LAC SPRING STREET, L.P., a Delaware limited partnership \_\_\_\_\_\_ (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 <u>Title Insurance & Trust Co</u> and located at the street address <u>433 S. Spring Street</u>, Los Angeles, California <u>90013</u>, (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 5 1988 : (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. 385 pursuant to Section 22.171.10 of \_ 1340 the Los Angeles Administrative Code (Council File No. 88 ); or, (b) The Property was determined Contributing Structure be а to the to 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 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	LORE LAC SPRING STREET, L.P., a Delaware limited partnership
	Address	c/o Rising Realty Partners, 523 W 6th Street, Suite 600
		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

Ву: \_\_\_\_

Deputy

By:			
	VINCENT P. BERTONI, AICP, Director of Plan		Date
	Ву:	BY: LORE LAC SPRING STREET Owner Signature*	<i>Sv</i>
		Jorth W. GNONGN Print Name	Date 7/29/16
	Вү:	Owner Signature*	
		Print Name	Date
	Ву:	Owner Signature*	
		Print Name	Date

## APPROVED AS TO FORM

MICHAEL N. FEUER, City Attorney

By:\_

Deputy City Attorney, Office of the City Attorney

Date

Date

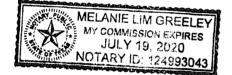
\* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

## Acknowledgment of Individual

# STATE OF TEXAS COUNTY OF HARRIS

Before me, <u>Melanie Lim Greeley</u> on this day personally appeared <u>John W.</u> <u>Enerson</u>, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this **<u>29<sup>th</sup></u>** day of **July**, 2016.



Notary Public Signature

## HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION	
PROPERTY ADDRESS: 433 South Spring Street (Currently	under Mills Act, new owner)
OWNER(S) OF PROPERTY: LORE LAC SPRING STREET, L.P.	, a Delaware limited partnership
OWNER(S) MAILING ADDRESS: Rising Realty Partners, 52	3 West 6th Street, Suite 600, Los Angeles, CA 90014
Home Telephone:	Work Telephone:
MOBILE TELEPHONE: <u>(213)</u> 595-1311	Alternate Telephone: (213) 550-4887
OWNER(S) EMAIL: rachel.lee@risingrp.com	ALTERNATE EMAIL: rachel.lee@risingrp.com
PROPERTY INFORMATION	
Legal Description: TRACT: T.I. AND T. CO. PROPERTY	BLOCK: NONE LOT: A ARB: None
Assessor Identification Number (AIN): <u>5149</u> - <u>0</u>	24 - 026 COUNCIL DISTRICT NO.: 14
PROPERTY PURCHASE DATE: <u>6/9/2016</u>	DST RECENT ASSESSED VALUE: \$22,029,130.00
OWNER OCCUPIED: C YES C NO USE: C SI	NGLE-FAMILY DWELLING 🔹 MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL
Addresses for all other property owned within the separate sheet of paper, labeled "Attachment E", an	C YES • NA
TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS	ANGELES ARE PAID TO DATE?
ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEP	C YES @ No
HISTORICAL SIGNIFICANCE	- мая Ловол Лосон Глем Влаан такжа алганда маадитердин и Тобок колон из создани узоби 4 м. Маланд, байнай бай остор узок узур т
HISTORIC-CULTURAL MONUMENT (HCM)	
HCM NUMBER: <u>385</u> HCM NAME: <u>Title Insur</u>	ance and Trust Company Building
Contributor to a Historic Preservation Over	Y ZONE (HPOZ)
HPOZ NAME:	HISTORIC PROPERTY NAME:
ORIGINAL CONSTRUCTION DATE: 1928	ARCHITECT(S): John and Donald Parkinson
ARCHITECTURAL STYLE: Art Deco	
I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY PROPERTY CONTRACT. $7/2q$	Y DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL
Owner Signature Date	Owner Signature Date
JOHN W. WONSAU	
PRINT NAME	PRINT NAME
E	XHIBIT "A" Revised November 2015

#### REHABILITATION/RESTORATION/MAINTENANCE PLAN

# PROPERTY ADDRESS: 433 Spring 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, <u>NOT modernization</u>, remodels, or construction <u>of new elements</u>. 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: Comprehensive systems upgrades	, including mechanical, electrical, an	d plumbing
Cost \$ 13,100,000 (round to nearest dollar)		2018
Description of work: Selective demolition; hazardous r electrical, and plumbing systems;	naterials removal; installation of new r retain and preserve historic features	nechanical,
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature: Seismic retrofit of all floors	3	
Cost \$6,600,000 (round to nearest dollar)		2018
Description of work: Add structural components, avoid features when possible.	ding visual and material impact to his	toric
Maintenance      Rehabilitation/Restoration	Completed	Proposed
Building Feature:	d common areas, such as elevators ar	nd corridors
Cost \$(round to nearest dollar)	Contract Year of Proposed Work Completion:	2018
Description of work: Retain and preserve extant historic featur contemporary and compatible. Rehabilita cleaning and repair of historic finishes.	res; new work in previously altered spaces will tion of historic lobby and entrace vestibule, inc	
Maintenance     Rehabilitation/Restoration		Proposed
Building Feature: Rehabilitate 2nd floor/10th	floor retail/office space	
Cost \$_1,700,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2018

#### REHABILITATION/RESTORATION/MAINTENANCE PLAN

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Maintenance     Rehabilitation/Restoration	🗆 Completed 🖬 Proposed
Building Feature: Exterior terra cotta, windo	w, & fire escape conservation
Cost \$2,400,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:
	epair and cleaning of terra cotta and glazed brick ining of existing windows and fire escapes.
□ Maintenance □ Rehabilitation/Restoration	Completed Proposed
Building Feature:	NARRENING
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:	

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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

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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

Nicholas Higgins & Kristina Robbins

(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

1700 S Oxford Ave

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

THIS AGREEMENT is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_ 2016, by and \_\_\_\_\_\_ between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and <u>Nicholas Higgins & Kristina Robbins</u> \_\_\_\_\_\_ (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 <u>COMFRIBUTING PROPERT</u> and located at the street address <u>1700 S Oxford Ave</u>, Los Angeles, California <u>90006</u>, (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 а 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 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 Address	Nicholas Higgins & Kristina Robbins 1700 S Oxford Ave, LA, 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

By: VINCENT P. BERTONI, AICP, Director of Planning Date By: **Owner Signature\* Nicholas Higgins** 5.17.16 **Print Name** Date By: **Owner Signature\*** 5-17-16 **Kristina Robbins** Print Name Date By: **Owner Signature\* Print Name** Date , t ROBIN WINDOM Commission # 2047389 Notary Public - California Los Angeles County My Comm. Expires Nov 25, 2017 APPROVED AS TO FORM MICHAEL N. FEUER, City Attorney

By:\_

Deputy City Attorney, Office of the City Attorney

Date

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.

HISTORICAL PROPERTY CONTRACT REVISED MARCH 2016

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 <u>May 17, 2016</u> before me, <u>ROBIN Windom</u> , <u>Notzpy</u> <u>Public</u> (insert name and title of the officer)			
personally appeared <u>Nicholas Higgins</u> & Kristing Robbins, 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)			

## HISTORICAL PROPERTY CONTRACT APPLICATION FORM

#### **OWNER INFORMATION**

PROPERTY ADDRESS: 1700 S OXFORD AVE				*	
OWNER(S) OF PROPERTY: NICHOLAS HIGGINS	& KRISTINA F	ROBBINS			
Owner(s) Mailing Address: 1700 S OXFORD	AVE, LA, CA	90006		terrestation to the second statements of the s	
Home Telephone: <u>323 643 4192</u>		WORK TELEPHONE	••		
MOBILE TELEPHONE: <u>323 333 5075</u>		ALTERNATE TELEPH	10NE:		
Owner(s) Email: kristrobb@prodigy.net					
PROPERTY INFORMATION					
Legal Description: TRACT: HARVARD HEIGHTS		Вьоск: <u>К</u>	Lot: <u>18</u>	ARB:	
Assessor Identification Number (AIN): 5074	_ 017	- 005		District no.: <u>1</u>	00
PROPERTY PURCHASE DATE: JANUARY 1 2014	Most	RECENT ASSESSED V	ALUE: 520000		
OWNER OCCUPIED:   Yes No U	se: 🛛 Singl	e-Family Dwelling	Multi-Family/	Commercial/ Ind	USTRIAL
ADDRESSES FOR ALL OTHER PROPERTY OWNED W SEPARATE SHEET OF PAPER, LABELED "ATTACHME				Yes	© NA
TAXES ON ALL PROPERTY OWNED WITHIN THE CI	TY OF LOS AN	geles are PAID to d	ATE?	Yes	No
ARE THERE ANY OUTSTANDING ORDERS TO COM BUILDING AND SAFETY OR THE LOS ANGELES HOU			RTMENT OF	Yes	No
HISTORICAL SIGNIFICANCE					
HISTORIC-CULTURAL MONUMENT (HCM)					
HCM NUMBER: HCM NAME:				Successive revealed to the second state of the	
Contributor to a Historic Preservation	ON OVERLAY Z	ONE (HPOZ)			
HPOZ NAME: Harvard Heights		HISTORIC PROPERTY	Name:		
ORIGINAL CONSTRUCTION DATE: 1908	A	RCHITECT(S): FRANK	TYLER	<b></b>	
ARCHITECTURAL STYLE: CRAFTSMAN		MI 60 100 B 0110-5 5 20 9 4 80 80 100		a	
I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY CONTRACT.	<b>PROPERTY DI</b> 2/24/16		o hereby apply fo a Robbins		<b>l</b> 24/16
OWNER SIGNATURE			-		
NICHOLAS HIGGINS	Date	OWNER SIGNATURE		DA	.12
₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩			¥J		
PRINT NAME		PRINT NAME			

EXHIBIT "A"



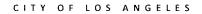
#### REHABILITATION/RESTORATION/MAINTENANCE PLAN

# PROPERTY ADDRESS: 1700 S Oxford Ave, LA, 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, <u>NOT modernization, remodels, or construction of new elements</u>. 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 🛛 Propose
Building Feature: Foundation	
Cost \$ 30,000 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2014
Description of work: Full replacement of brick foundation	tion with poured cement
Maintenance     Rehabilitation/Restoration	🖬 Completed 🛛 Propose
Building Feature: Electrical System	
Cost \$_7,000 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2014
Description of work: Replacement of all knob and tub lighting elements	e wiring and installation of new outlets and
Maintenance     Rehabilitation/Restoration	🖬 Completed 🛛 Propose
Building Feature: 2nd Floor Bathroom rem	odel
Cost \$_10,000 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2014
Description of work: Replaced floor, replaced bathtub	
fixtures, upgraded plumbing	, sink, and toilet with vintage and reproduction
fixtures, upgraded plumbing	, sink, and toilet with vintage and reproduction
fixtures, upgraded plumbing	
fixtures, upgraded plumbing	

HISTORICAL PROPERTY CONTRACT APPLICATION REVISED MARCH 2016

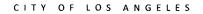


#### REHABILITATION/RESTORATION/MAINTENANCE PLAN

# PROPERTY ADDRESS: 1700 S Oxford Ave, LA, CA 90006

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Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature: Den Wall		
Cost \$2,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2014
Description of work: Reconstructed den wall to origin closet	al condition with wood panel in place	of installed
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature: Roof		
Cost \$_18,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2015
Description of work: Complete roof replacement		
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature: House Exterior		
Cost \$_11,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2015
Description of work: Painted all exterior walls and win	dow frames	
Maintenance     Rehabilitation/Restoration	🖬 Completed	Proposed
Building Feature: Landscape		
Cost \$_4,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2017
Description of work: Replaced rotting wood fencing at and across the driveway		



#### REHABILITATION/RESTORATION/MAINTENANCE PLAN

# PROPERTY ADDRESS: 1700 S Oxford Ave, LA, 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, <u>NOT modernization, remodels, or construction of new elements</u>. 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 \$_6,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2018
Description of work: Engage landscape architect to		
□ Maintenance		Proposed 🖬
Building Feature: Pocket Doors		
Cost \$_1,200 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2019
Description of work: Restore 2 pocket doors in den a	nd between the dining room and livin	g room
🛛 Maintenance 🛛 🖬 Rehabilitation/Restoration	Completed	Proposed
Maintenance Rehabilitation/Restoration Building Feature: Kitchen Windows	Completed	Proposed
	Completed Contract Year of Proposed Work Completion:	Proposed
Building Feature: Kitchen Windows	Contract Year of Proposed Work Completion:	2020
Building Feature: Kitchen Windows Cost \$1,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2020
Building Feature: Kitchen Windows Cost \$_1,000 (round to nearest dollar) Description of work: Restore metal installed windows I Maintenance Rehabilitation/Restoration	Contract Year of Proposed Work Completion:	2020
Building Feature: Kitchen Windows Cost \$_1,000 (round to nearest dollar) Description of work: Restore metal installed windows I Maintenance Rehabilitation/Restoration	Contract Year of Proposed Work Completion: with historically appropriate equivale	2020
Building Feature: Kitchen Windows Cost \$1,000 (round to nearest dollar) Description of work: Restore metal installed windows	Contract Year of Proposed Work Completion: with historically appropriate equivale	2020 nt Proposed
Building Feature: Kitchen Windows Cost \$_1,000 (round to nearest dollar) Description of work: Restore metal installed windows Maintenance Rehabilitation/Restoration Building Feature: Chimney	Contract Year of Proposed Work Completion: with historically appropriate equivale	2020 Int Proposed 2021

HISTORICAL PROPERTY CONTRACT APPLICATION REVISED MARCH 2016

#### REHABILITATION/RESTORATION/MAINTENANCE PLAN

# PROPERTY ADDRESS: 1700 S Oxford Ave, LA, 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, <u>NOT modernization, remodels, or construction of new elements</u>. 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     D     Rehabilitation/Restoration	Completed	Proposed
Building Feature: Sewer		
Cost \$_6,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2022
Description of work: Replace existing sewer line from recommendation in general insp	n house to street connection as per	
Maintenance     Rehabilitation/Restoration	Completed	Proposed 🖬
Building Feature: Staircase		
Cost \$_5,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2023
Description of work: Rebuild first floor staircase to ma	atch original 2nd floor design	
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature: Floors		
Cost \$_10,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2024
Description of work: Refinish wood floors througout the second se	ne entire house	
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature: Fireplace		
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:	2025
Description of work: Restore fireplace surround with tile	appropriate vintage or reproduction m	nantle and

HISTORICAL PROPERTY CONTRACT APPLICATION REVISED MARCH 2016

#### REHABILITATION/RESTORATION/MAINTENANCE PLAN

# PROPERTY ADDRESS: 1700 S Oxford Ave, LA, 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, <u>NOT modernization, remodels, or construction of new elements</u>. 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.

Avaintenance C Rehabilitation/Restoration	Completed	Proposed
Building Feature: Front porch		
	Contract Year of Proposed Work Completion:	2026
Description of work: Restore wood floor and wood ce		
Maintenance C Rehabilitation/Restoration	Completed	Proposed
Building Feature: Front porch		
Cost \$5000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2027
Description of work: Engage engineer to recommend		
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature:		<u></u>
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:	
Description of work:		
Maintenance     Rehabilitation/Restoration		Proposed
Building Feature:		
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:	
Description of work:		

HISTORICAL PROPERTY CONTRACT APPLICATION REVISED MARCH 2016

#### 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

David R. Raposa

(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

3118 Mont Clair Street, Los Angeles CA 90018

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

THIS AGREEMENT is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_ 2016, by and (LEAVE DATE BLANK UNTIL RECORDED) 2016, by and between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and David R. Raposa \_\_\_\_\_\_ (hereinafter referred to as the "Owner").

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 <u>Joseph L. Starr Dairy Farm Bunkhouse</u> and located at the street address <u>3118 Mont Clair Street</u>, Los Angeles, California <u>90018</u> (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 28 <sup>2011</sup> : (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 determined Property was to be Contributing а 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 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 R. Raposa
	Address	2515 4th Avenue
		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

By:			
	VINCENT P. BERTONI, AICP, Director of Plann	ing	Date
	Ву:	Daniel R. Rapasa Owner Signature*	
		David R. Raposa	
		Print Name	Date
	By:		
		Owner Signature*	
		Print Name	Date
	By:		
		Owner Signature*	<u> </u>
		Print Name	 Date

APPROVED AS TO FORM MICHAEL N. FEUER, City Attorney

By:\_

Deputy City Attorney, Office of the City Attorney

Date

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

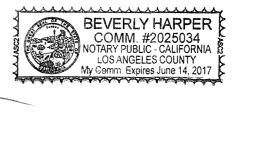
On May 19, 2016 before me, Beverly Harper,

A Notary Public personally appeared David R. Raposa 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

pinte.

# HISTORICAL PROPERTY CONTRACT APPLICATION FORM

# **OWNER INFORMATION**

PROPERTY ADDRESS: 3118 West Mont Clair Street Los	Angeles, CA 90018 (AKA "Montclair")	
OWNER(S) OF PROPERTY: David Raposa	·	
OWNER(S) MAILING ADDRESS: 2515 4th Avenue Los A	ngeles, CA 90018	
Home Telephone: <u>(323)</u> 734-2001	Work Telephone:	
MOBILE TELEPHONE: (323) 573-4202 ALTERNATE TELEPHONE:		
OWNER(S) EMAIL: daveraposa@aol.com	ALTERNATE EMAIL: davidr@citylivingrealty.com	
PROPERTY INFORMATION		
Legal Description: TRACT: Arlington Fourth Avenue Trad	ct #2 влоск: <u>None</u> Lot: <u>113</u> ARB: <u>1</u>	
	10 - 018 COUNCIL DISTRICT NO.: 10	
	OST RECENT ASSESSED VALUE: \$210,000.00	
	NGLE-FAMILY DWELLING C MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL	
Addresses for all other property owned within the separate sheet of paper, labeled "Attachment E", an	CITY OF LOS ANGELES ARE NOTED ON A	
TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS	ANGELES ARE PAID TO DATE?	
ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEF		
HISTORICAL SIGNIFICANCE		
HISTORIC-CULTURAL MONUMENT (HCM)		
HCM NUMBER: HCM NAME:		
CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLA	AY ZONE (HPOZ)	
HPOZ NAME: Jefferson Park	HISTORIC PROPERTY NAME: Starr Dairy Barn/Bunkhouse	
ORIGINAL CONSTRUCTION DATE: 1888	ARCHITECT(S): Jasper Newton Preston	
ARCHITECTURAL STYLE: Victorian Vernacular (dairy farm	building[s] includes original outhouse)	
I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY PROPERTY CONTRACT.	Y DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL	
OWNER SIGNATURE DATE	Owner Signature Date	
David R. Raposa		
Print Name	Print Name	
E	XHIBIT "A" Revised November 20	

# PROPERTY ADDRESS: 3318 Mont Clair Street

Maintenance   Rehabilitation/Restoration	Completed	Proposed
Building Feature: Entire property		
Cost \$2,500 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2015
Description of work: Initial trash removal (piles of pa 40-yard dumpsters, and proper		cost of two
Maintenance C Rehabilitation/Restoration	🖬 Completed	Proposed
Building Feature: East wall of Bunkhouse		
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:	2015
Description of work: Beehive removal		
Maintenance 🛛 Rehabilitation/Restoration	Generation Completed	Proposed
Building Feature: Roof, Bunkhouse		
Cost \$(round to nearest dollar)	Contract Year of Proposed Work Completion:	2015
Description of work: Stabilize/install new temporary from further water intrusion dan		t structure
Maintenance     Rehabilitation/Restoration	Gompleted	Proposed
Building Feature: Garage		
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:	2016
Description of work: Sister frame walls, reframe roo install new 30-year "cool roof" I		ng boards,

# PROPERTY ADDRESS: 3318 Mont Clair Street

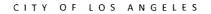
🔲 Maintenance 🛛 🖬 Rehabilitatio	•		Completed		Proposed
Building Feature: Entire prop	erty				
Cost \$ (round	to nearest dollar)	Contract Year of Proposed Work	Completion:	201	6
Description of work: Architect's detail	"As-built" drawings/pl	ans, including site plan and	d also curr	ent f	raming
🗆 Maintenance 🛛 🖬 Rehabilitatio	-		Completed		Proposed
Building Feature: Entire Bunk	khouse (design)				
1 000	to nearest dollar)	Contract Year of Proposed Work	Completion:	201	16
Description of work:					
🗌 Maintenance 🛛 📓 Rehabilitatio	on/Restoration	۵	Completed		Proposed
Building Feature: Garage					
Cost \$(round	to nearest dollar)	Contract Year of Proposed Work	Completion:	201	16
Description of work: Paint garag Dairy Farml		e color scheme, also refle	cting adjac	ent	Starr
🖬 Maintenance 🛛 Rehabilitatio	on/Restoration		Completed		Proposed
Building Feature:					
Cost \$(round	to nearest dollar)	Contract Year of Proposed Work	Completion:	201	16
Description of work: Remove tre					
	ee, which is intruding i	nto the structural elements	s of the Bu	nkho	ouse

# PROPERTY ADDRESS: 3318 Mont Clair Street

Maintenance     Rehabilitation/Res		*****	Completed		Proposed
Building Feature: Entire Bunkhou	se (structural	)			
10.000		Contract Year of Proposed V	Nork Completion	n: <b>20</b>	16
	stems, along with o	torical experience (Mel Gr devising a plan to raise/lev walls, floor & ceiling joists	vel the house	in orde	er to
🗍 Maintenance 🗧 Rehabilitation/Res	toration		Completed		Proposed
Building Feature: Foundation					
Cost \$(round to near	rest dollar)	Contract Year of Proposed V	Vork Completior	. 20	17
Description of work: Raise/level hous	e and install fou	ndation per structural e	engineer's pla	ans	
🖸 Maintenance 🛛 🖬 Rehabilitation/Res	toration		Completed		Proposed
Building Feature: Front porch					
Cost \$ (round to nea	rest dollar)	Contract Year of Proposed V	Vork Completior	. 20	17
Description of work: Remove concret porch that slopes	• •	nich is sloping toward h			
Maintenance     Rehabilitation/Res	toration		Completed		Proposed
Building Feature: Framing			······		
Cost \$(round to nea	rest dollar)	Contract Year of Proposed V	Vork Completior	20 <sup>°</sup>	17
	re; new window fram	v stud walls to be installed, sta ing also required to change fi in to use some salvaged redw	xed windows to	windov	vs that

# PROPERTY ADDRESS: 3318 Mont Clair Street

Maintenance     Rehabilitation/Restoration	🗌 Completed 🗧 Propo	osed
Building Feature: Floor and ceiling joists	· · · · · · · · · · · · · · · · · · ·	
6 500	Contract Year of Proposed Work Completion:	
Description of work: Replace all first floor joists; repaid better support second-level floor		s to
🗋 Maintenance 🛛 🗧 Rehabilitation/Restoration	🗆 Completed 🔳 Propo	osed
Building Feature: Exterior		
Cost \$(round to nearest dollar)	Contract Year of Proposed Work Completion: 2017	
Description of work: Mill replica (using extant) battens and Bunkhouse matches original (still exta carefully removed in sections at the sa	int on South Elevation) later clapboard siding to be	)
Maintenance     Rehabilitation/Restoration	🗌 Completed 📓 Propo	osed
Building Feature: Staircase		
Cost \$(round to nearest dollar)	Contract Year of Proposed Work Completion:	
Description of work: Rebuild staircase per structural e	ngineer's and architect's approved plans	
Maintenance     Rehabilitation/Restoration	🗆 Completed 🛛 🗟 Propo	osed
Building Feature:		
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:	
Description of work: Reframe roof/attic and install new	v cool roof, Barkwood color	



# PROPERTY ADDRESS: 3318 Mont Clair Street

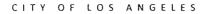
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature:		
10 000	Contract Year of Proposed Work Completion:	2017
Description of work: Rewire entire house, including n	ew 200 amp service panel	
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature:		
Cost \$(round to nearest dollar)	Contract Year of Proposed Work Completion:	2017
Description of work:		
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature: Plumbing		
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:	2017
Description of work: Replumb entire property; new copper new gas lines; include original outhou	water lines, new drain lines, repair portion se (potentially to be converted into laundry	
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature: Water heater		
Cost \$(round to nearest dollar)	Contract Year of Proposed Work Completion:	2017
Description of work: Install tankless water heater		

# PROPERTY ADDRESS: 3318 Mont Clair Street

Maintenance	Rehabilitation/Restoration	Completed		Proposed
Building Feature:	nsulation			
<sub>Cost</sub> \$_3,000		Contract Year of Proposed Work Completion:	201	7
Description of worl	k: Install insulation as feasible with beadboard	n new stud walls before covering wit	h	
□ Maintenance	Rehabilitation/Restoration	Completed		Proposed
Building Feature:	nterior beadboard			
<sub>Cost</sub> <u>\$</u> 10,000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	201	7
Description of work	c: Restore any existing beadboard (insta be either salvaged period/vintage to n bedroom and kitchen spaces	Illed in 1916) that is salvageable; "new" be natch OR milled to match; install in living ro	adbo com a	oard shall and likely
Maintenance	Rehabilitation/Restoration	Completed		Proposed
Building Feature:	vood floors			
		Contract Year of Proposed Work Completion:	201	18
Description of worl	Mill and install replacement wood also a few boards upstairs	l floors to match original, primarily fire	st flo	or but
□ Maintenance	Rehabilitation/Restoration	□ Completed		Proposed
Building Feature:	IVAC			
<sub>Cost</sub> \$_12,000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	201	8
Description of work	< Install two mini-split ductless sys	tems, one upstairs, one downstairs		

# PROPERTY ADDRESS: 3318 Mont Clair Street

Maintenance Rehabilitation/Restoration	🗌 Completed 📓 Proposed
Building Feature: Exterior Paint	
Cost \$(round to nearest dollar)	Contract Year of Proposed Work Completion:
Description of work: Paint house in historically appro feasible, layers of color to help o	priate colors; will evaluate original colors and, if determine color palette to choose
□ Maintenance	🛛 Completed 🗧 Proposed
Building Feature:	
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:
Description of work: Strip/restore original doors and probable new pocket door for fir	
Maintenance     Rehabilitation/Restoration	🗆 Completed 🗧 Proposed
Building Feature:	
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion: 2018
Description of work: Most doors, windows and cabinets will n	
Description of work: Most doors, windows and cabinets will n hardware that matches extant hardware	eed replacement hardware; intention is to acquire antique
Description of work: Most doors, windows and cabinets will n hardware that matches extant hardware match same	eed replacement hardware; intention is to acquire antique of Starr Dairy Farmhouse, since extant doors in Bunkhouse
Description of work: Most doors, windows and cabinets will n hardware that matches extant hardware match same	eed replacement hardware; intention is to acquire antique of Starr Dairy Farmhouse, since extant doors in Bunkhouse Completed Proposed



# PROPERTY ADDRESS: 3318 Mont Clair 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, <u>NOT modernization, remodels, or construction</u> 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.

	Rehabilitation/Restoration	Completed	<b>BAR</b>	Proposed
Building Feature:	andscape (planning)			
Cost \$		Contract Year of Proposed Work Completion:	201	18
Description of wor	c: Engage professional to prepare	a comprehensive landscape plan		
Maintenance	Rehabilitation/Restoration	Completed		Proposed
Building Feature:	Surface finishes, interior			
<sub>Cost</sub> \$	(round to nearest dollar)	Contract Year of Proposed Work Completion:	201	19
Description of wor	• • •	ew beadboard and old to be stained ( finished (downstairs) and refinished	•	
Maintenance	Rehabilitation/Restoration			
		Completed		Proposed
L Building Feature:		L Completed	8	Proposed
	andscaping (phase one)	Completed		-
Cost \$	andscaping (phase one)	· · · · · · · · · · · · · · · · · · ·	202	20
Cost \$ Description of work	andscaping (phase one) (round to nearest dollar) Grading, drainage, soil prep, instancing (if needed)	Contract Year of Proposed Work Completion:	202 n, in	20
Cost \$ Description of work	andscaping (phase one) (round to nearest dollar) Grading, drainage, soil prep, instancing (if needed)	Contract Year of Proposed Work Completion: all hardscape, install irrigation syster	202 n, in	20 stall
Cost \$ Description of wor	andscaping (phase one) (round to nearest dollar) Grading, drainage, soil prep, instancing (if needed)	Contract Year of Proposed Work Completion: all hardscape, install irrigation syster Completed	202 n, in: =	20 stall Proposed

Ехнівіт "А"

#### CITY OF LOS ANGELES

#### REHABILITATION/RESTORATION/MAINTENANCE PLAN

# PROPERTY ADDRESS: 3318 Mont Clair Street

Maintenance     Rehabilitation/Restoration	🗌 Completed 📓 Proposed
Building Feature: Lighting	
6 000	Contract Year of Proposed Work Completion:
Description of work: Purchase and install period/per	iod appropriate lighting throughout
Maintenance     Rehabilitation/Restoration	🗆 Completed 🔳 Proposed
Building Feature: Landscaping (phase two)	
Cost \$(round to nearest dollar)	Contract Year of Proposed Work Completion:
Description of work: Install landscape plantings, inclu	
Maintenance CRehabilitation/Restoration	🗆 Completed 📓 Proposed
Building Feature: Ongoing maintenance	
Cost \$(round to nearest dollar)	Contract Year of Proposed Work Completion:
Description of work: Ongoing maintenance and repa LADBS	irs after receiving certificate of occupancy from
Maintenance     Rehabilitation/Restoration	Completed Proposed
Building Feature:	
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:
Description of work:	

#### 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.

Ехнівіт "В"

#### 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

Jeremy A. Samuelson

Dara A. Samuelson

(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

1547 S. Manhattan Place

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

 THIS AGREEMENT is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_ 2016, by and \_\_\_\_\_\_

 (LEAVE DATE BLANK UNTIL RECORDED)

 between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and \_\_\_\_\_\_\_

 Jeremy A. Samuelson and Dara A. Samuelson \_\_\_\_\_\_\_\_ (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 <u>John F. Powers Residence</u> and located at the street address <u>1547 S. Manhattan Place</u>, Los Angeles, California <u>90019</u> (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.

HISTORICAL PROPERTY CONTRACT REVISED MARCH 2016

- June 21, 1996 : (a) the City Council of the City of Los Angeles (iii) On declared the Property Historic-Cultural Monument No. 627 pursuant to Section 22.171.10 of 96 \_ 0867 the Los Angeles Administrative Code (Council File No. ); or, (b) The determined Property was to be а 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	Jeremy A. and Dara A. Samuelson	
	Address	1547 S. Manhattan 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

Ву:	
Deputy	Date

Ву:		,	<u></u>
VINCENT P. BERTONI, AICP, Di	rector of Planr	ning	Date
	By: `	Owner Signature* Jeremy A. Samu	1 <u>5-</u> 24-16 Juelson
	Ву:	Print Name Dava Man Owner Signature* Dara A. Samuel	ulter 5/24/16
PLEASE SHE AND CHIED CURRENT CALIFORNIA NOTARY FORM		Print Name	Date
terne Normen strand solar stratiges	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.

HISTORICAL PROPERTY CONTRACT REVISED MARCH 2016

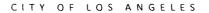
# **California Acknowledgment Form**

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 $\}$ ss.
On O5/24/2016 before me, Christian Gutierrez, Notary Public, (here insert name and title of the officer)
(here insert name and title of the officer) personally appeared <u>JERENY A SAMUELSON AND DARA A SAMUELSON</u>
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.
Seal WITNESS my hand and official seal.
CHRISTIAN GUTIERREZ COMM. # 2093925 NoTARY PUBLIC-CALIFORNIA Los Anderes County My COMM. Exp. Dec. 18, 2018
To help prevent fraud, it is recommended that you provide information about the attached document below. ****This is <u>not</u> required under California State notary public law.***
Document Title: # of Pages:
Notes

# CITY OF LOS ANGELES

# HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION	
PROPERTY ADDRESS: 1547 S. Manhattan Place	e, Los Angeles, CA 90019
OWNER(S) OF PROPERTY: Jeremy A. and Dara	B. Samuelson
OWNER(S) MAILING ADDRESS: Post Office Box 29503,	Los Angeles, CA 90029
HOME TELEPHONE: (323) 353-0303 WORK	Telephone: (323) 353-0303
MOBILE TELEPHONE: (323) 353-0303	NATE TELEPHONE: (310) 463-8852
Owner(s) Email: <a href="mailto:studio@jeremysamuelson.com">studio@jeremysamuelson.com</a> ALTER	NATE EMAIL: dara@shabby.com
PROPERTY INFORMATION	
Legal Description: TRACT: The W. G. Nevin Tract BLOCK:	LOT:7 ARB:N/A
Assessor Identification Number (AIN): 5073 - 009 -	007 COUNCIL DISTRICT NO.: 10
PROPERTY PURCHASE DATE: 2/4/2016 MOST RECENT A	Assessed Value: \$1,400,000.00
OWNER OCCUPIED: • YES C NO USE: • SINGLE-FAMILY	Dwelling 💦 Multi-Family/ Commercial/ Industrial
Addresses for all other property owned within the City of Los separate sheet of paper, labeled "Attachment E", and submitted	🔍 Yes 🔅 NA
Taxes on all property owned within the City of Los Angeles are	PAID TO DATE?
ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM THE LOS AND BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPARTMENT?	GELES DEPARTMENT OF
HISTORICAL SIGNIFICANCE	n generalizet en
HISTORIC-CULTURAL MONUMENT (HCM)	
HCM NUMBER: <u>627</u> HCM NAME: John F. Powers Reside	ince
Contributor to a Historic Preservation Overlay Zone (HPC	)Z)
HPOZ NAME: HISTORIC	Property Name:
ORIGINAL CONSTRUCTION DATE: 1910 Architect(	s): Althouse Brothers
ARCHITECTURAL STYLE: Craftsman/Tudor	
I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED PROBERTY CONTRACT.	ABOVE AND HEREBY APPLY FOR AN HISTORICAL
Owner Signature Date Owner	SIGNATURE DATE
Jeremy A. Samuelson Dara E	3. Samuelson
PRINT NAME PRINT	Name
EXHIBIT "A"	Revised November 2015

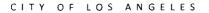


# PROPERTY ADDRESS: 1547 S. Manhattan Place, Los Angeles, CA 90029

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, <u>NOT modernization, remodels, or construction</u> <u>of new elements</u>. 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.

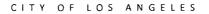
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature: Foundation		
Cost \$(round to nearest dollar)	Contract Year of Proposed Work Completion:	2017
Description of work: Repair foundation and bolt it.		
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature: Casement windows		
Cost \$ 8,000.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2018
Description of work: Getting all original casement win replacement of missing or broker		:
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature:		
Cost \$(round to nearest dollar)	Contract Year of Proposed Work Completion:	2019
Description of work: Install copper gutters on house a	nd garage.	
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature:		
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:	2020

Ехнівіт "А"



# PROPERTY ADDRESS: 1547 S. Manhattan Place, Los Angeles, CA 90029

Maintenance     Rehabilitation/Restoration	□ Completed	F F	Proposed
Building Feature: Landscaping			
Cost \$ 25,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	202	21
Description of work: Develop and execute a cohesiv street ,building front and rear. in		on	
Maintenance     Rehabilitation/Restoration	□ Completed	F F	Proposed
Building Feature: restore exterior facia ar	d details		
Cost \$(round to nearest dollar)		202	21
Description of work: restore, sand paint all exterior fa house	cie detail on both carriage house and	l mair	n
Maintenance     Rehabilitation/Restoration	Completed	F	Proposed
•	Completed	F F	Proposed
□ Maintenance ■ Rehabilitation/Restoration Building Feature: Kitchen restoration Cost \$_10,000 (round to nearest dollar)	Completed Contract Year of Proposed Work Completion:	∎ F 202	
Building Feature: Kitchen restoration	Contract Year of Proposed Work Completion:		
Building Feature: Kitchen restoration Cost \$10,000 (round to nearest dollar) Description of work: remove bamboo flooring and ins Maintenance Rehabilitation/Restoration	Contract Year of Proposed Work Completion: tall tile appropriate to the house	202	
Building Feature: Kitchen restoration Cost \$10,000 (round to nearest dollar) Description of work: remove bamboo flooring and ins Maintenance Rehabilitation/Restoration	Contract Year of Proposed Work Completion: tall tile appropriate to the house	202	22
Building Feature: Kitchen restoration Cost \$_10,000 (round to nearest dollar) Description of work: remove bamboo flooring and ins	Contract Year of Proposed Work Completion: tall tile appropriate to the house Completed	202 ■ F	22 Proposed



# PROPERTY ADDRESS: 1547 S. Manhattan Place, Los Angeles, CA 90029

Maintenance     Rehabilitation/Restoration	Completed		Proposed
Building Feature: chimney repair			
15 000	Contract Year of Proposed Work Completion:	20	23
Description of work: engineer and stabilize chimney	, repoint brick work		
Maintenance     Rehabilitation/Restoration	Completed		Proposed
Building Feature: Restore and repair porch	n ceiling		
Cost \$_15,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	20	24
Description of work: refinish and repair tongue and g	roove porch ceiling paneling		
Maintenance     Rehabilitation/Restoration	Completed		Proposed
Building Feature: Exterior stonework			
Cost \$(round to nearest dollar)	Contract Year of Proposed Work Completion:	20	26
Description of work: Re-grout and waterproof exterior	stonework on house.		
□ Maintenance □ Rehabilitation/Restoration	Completed		Proposed
Building Feature:			
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:		
Description of work:			

#### 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.

Ехнівіт "В"

#### 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 Alexander DePasquale, Jared Hammond and Peter Emmerich

(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

17013 Lisette Street

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

THIS AGREEMENT is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_ 2016, by and \_\_\_\_\_\_ 2016, by and \_\_\_\_\_\_ between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and <u>David Alexander DePasquale, Jared Hammond and Peter Emmerich</u> (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 <u>Contributing Property</u> and located at the street address <u>17013 Lisette Street</u>, Los Angeles, California <u>91344</u>, (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 determined Property was Contributing to be а 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:

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

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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.

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# 6. Enforcement of Agreement.

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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 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	Jared Hammond
	Address	17013 Lisette Street
		Granada Hills, CA 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

Bv:

5 <b>y</b> :		
-	VINCENT P. BERTONI, AICP, Director of Planning	Date
	By: Owner Signature*	
	David Alexander DePasquale	5/24/16
	Print Name By:	Date
	Owner Signature* Jared Hammond	- 
	By: Husmach	Date
	Owner Signature* Peter Emmerich	24/16
	Print Name	Date

APPROVED AS TO FORM MICHAEL N. FEUER, City Attorney

By:\_

Deputy City Attorney, Office of the City Attorney

Date

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.

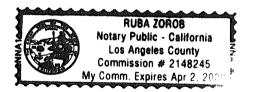
#### **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

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 <u>Los</u> <u>Angeles</u>	) )
On May 24, 2016 before me, Date	Ruba Zorob, Notary Public, Here Insert Name and Title of the Officer
personally appeared David Alexander	De Pasquale, Jared Hammond, and Pater Emmerich 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

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.

Title or Type of [	Document:		
Document Date:			Number of Pages:
Signer(s) Other Than Named Above:			
Capacity(ies) Cl	aimed by Signer(s)		
Signer's Name: _	*****	Signer's Name:	
	cer — Title(s):	Corporate Of	fficer — Title(s):
□ Partner – □ I	imited General	🗆 Partner – 🗋	Thimited General
🗆 Individual	Attorney in Fact	🗆 Individual	Attorney in Fact
Trustee	Guardian or Conservator	Trustee	Guardian or Conservator
Other:		Other:	
Signer Is Represe	enting:	Signer Is Repre	esenting:

©2015 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

#### CITY OF LOS ANGELES

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# HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION								
PROPERTY ADDRESS: 17013 Lisette St., Granada Hills, CA 91344								
OWNER(S) OF PROPERTY: Jared Hammond, Peter Emmerich, David DePasquale								
OWNER(S) MAILING ADDRESS: 17013 Lisette St., Granada	a Hills, CA 91344							
Home Telephone: (917) 518-5175	Work Telephone: (310) 209-7929							
MOBILE TELEPHONE: (732) 615-8459	Alternate Telephone: (917) 518-5176							
OWNER(S) EMAIL: jhammond@hammer.ucla.edu	ALTERNATE EMAIL: davidadepasquale@gmail.com							
PROPERTY INFORMATION								
Legal Description: TRACT: 21530	BLOCK: None LOT: 3 ARB: None							
Assessor Identification Number (AIN): 2602 - 01	17 _ 002 COUNCIL DISTRICT NO.: 12							
PROPERTY PURCHASE DATE: 9/18/2015 MO	DST RECENT ASSESSED VALUE: 745000							
OWNER OCCUPIED: • YES ONO USE: • SIN	IGLE-FAMILY DWELLING OMULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL							
Addresses for all other property owned within the ( separate sheet of paper, labeled "Attachment E", and	S YES (• NA -							
TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS A	ANGELES ARE PAID TO DATE?							
ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM T BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPA								
HISTORICAL SIGNIFICANCE								
HISTORIC-CULTURAL MONUMENT (HCM)								
HCM NUMBER: HCM NAME:								
Contributor to a Historic Preservation Overlay	y Zone (HPOZ)							
HPOZ NAME: Balboa Highlands	HISTORIC PROPERTY NAME: Unknown (A-Frame, Plan 1505)							
ORIGINAL CONSTRUCTION DATE: 1963 ARCHITECT(S): A. Quincy Jones; Jones & Emmons Assoc.								
ARCHITECTURAL STYLE: Los Angeles Modern								
I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY PROPERTY CONTRACT.	DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL							
Owner Signature Date	Owner Signature Date							
Jared Hammond Peter Emmerich	David DePasquale							
Print Name	Print Name							

EXHIBIT "A"

Revised November 2015

# PROPERTY ADDRESS: 17013 Lisette Street

	Rehabilitation/Restoration	Completed		Proposed		
Building Feature:	ewer line from house to s	reet				
<sub>Cost \$</sub> 7,320	(round to nearest dollar)	Contract Year of Proposed Work Completion:	20	15		
Description of work:	Replacement of master sewage street	ine from exit from house to main se	wer	ine in		
	Rehabilitation/Restoration	Completed		Proposed		
Building Feature:	iding/Exterior wood					
4 070	(round to nearest dollar)	Contract Year of Proposed Work Completion:	20	16		
Description of work: Repair modest amount of dry rot in wooden siding and exterior elements						
	Rehabilitation/Restoration			Proposed		
Building Feature: R	oof					
<sub>Cost</sub> \$31,970		Contract Year of Proposed Work Completion:	20	16		
Description of work: Remove three layers of existing roofs and replace with new roof; repair and/or replace gutters and downspouts						
				Proposed		
	Rehabilitation/Restoration	Completed		rioposeu		
		L Completed				
Building Feature:		Completed				

# PROPERTY ADDRESS: 17013 Lisette Street

Maintenance     Rehabilitation/Restoration	Completed		Proposed			
Building Feature: Electrical system						
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:	20	16			
Description of work: Upgrade electrical panel and subpanel; repair/replace electrical outlets						
Maintenance     Rehabilitation/Restoration	Completed		Proposed			
Building Feature: Chimney						
Cost \$_500 (round to nearest dollar)	Contract Year of Proposed Work Completion:	20	16			
Description of work: Engage chimney sweep to clean	chimney flue					
Maintenance     Rehabilitation/Restoration			Proposed			
Building Feature: Chimney						
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:	20	16			
Description of work: Repoint masonry as needed; install rain cap and spark screen if feasible						
Maintenance     Rehabilitation/Restoration	Completed		Proposed			
Building Feature: Back yard						
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:	20 <sup>-</sup>	16			
Description of work: Engage arborist to evaluate condition of trees, especially in the rear of the house, and remediate trees/limbs that overhang roof/chimnev						

#### REHABILITATION/RESTORATION/MAINTENANCE PLAN

# PROPERTY ADDRESS: 17013 Lisette 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, <u>NOT modernization, remodels, or construction of new elements</u>. 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	🗆 Completed 🛛 🗎 Proposed
Building Feature: Sliding doors	
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion: 2016
Description of work: Repair/replace locking mechanis	sms
Maintenance     Rehabilitation/Restoration	🗆 Completed 🛛 🗎 Proposed
Building Feature: Windows and sliding doors	
2 500	Contract Year of Proposed Work Completion: 2017
Description of work: Install safety film on plate-glass v	windows and sliding doors
Maintenance     Rehabilitation/Restoration	🗆 Completed 🛛 🖻 Proposed
Building Feature: Front yard	
0 500	Contract Year of Proposed Work Completion: 2017
Description of work: Install native/drought-tolerant lan- including redirection/removal of s	
Maintenance     Rehabilitation/Restoration	🗖 Completed 📕 Proposed
Building Feature: Back and side yards	
Cost \$_3,000 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2017
Description of work: Engage landscaper to design nat both sections of back yard on eit	• • • •

#### REHABILITATION/RESTORATION/MAINTENANCE PLAN

# PROPERTY ADDRESS: 17013 Lisette 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, <u>NOT modernization, remodels, or construction</u> 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 side yards		
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:	2018
Description of work: Install native/drought-tolerant lan sprinkler system	dscape, including redirection/remove	al of
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature: Front yard fences		
Cost \$_4,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2018
Description of work: Replace non-historic fencing with	design consistent with home	
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature: Back and side yard fences		
6 500	Contract Year of Proposed Work Completion:	2018
Description of work: Replace non-historic fencing with rear fence line	design consistent with home; possil	oly relocate
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature: Exterior siding		
Cost \$_7,900 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2018
Description of work: Repaint exterior of house		

Ехнівіт "А"

#### 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.

Ехнівіт "В"

### 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

J AND R YUZEFPOLSKY 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

154 S. LARCHMONT BLVD.

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

THIS AGREEMENT is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_ 2016, by and \_\_\_\_\_\_ 2016, by and \_\_\_\_\_\_ between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and \_\_\_\_\_\_ JAND R YUZEFPOLSKY 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 <u>RUTH ANN REEVE RESIDENCE</u> and located at the street address <u>154 S. LARCHMONT BLVD</u>. Los Angeles, California <u>90004</u> (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 determined be Property was to а 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 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 Address	Joe and Regina Yuzefpolsky 154 S. Larchmont Blvd. 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

By: VINCENT P. BERTONI, AICP, Director of Planning Date 5/4/16 By: Owner Signature Joe Yuzefpolsky, Trustee of the Jand R Yuzef Print Name Date, By: Owner/Signature' Regina Yuzefpolsky, Trustée of the J an **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

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.

This certificate is attached to a \_\_\_\_\_\_ page document dealing with/entitled\_Historical Properly Couthad dated \_\_\_\_\_\_ 5/4/2016

# 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 \_\_\_\_\_\_OS <u>Angeles</u> On \_\_<u>May 4H, 2016</u> before me, <u>Silvia Bors</u> (here insert name and title of the officer), State of California personally appeared Joe Juzepolsky and Reging Juzepolsky 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. SILVIA BORS COMM.# 2104308 NOTARY PUBLIC - CALIFORNIA LOS ANGELES COUNTY My Comm. Expires Mar. 22, 2019 Signature (Seal)

Rev. 2014-2015

### CITY OF LOS ANGELES

# HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION		
PROPERTY ADDRESS: 154 S. Larchmont Blvd. Los Angeles, Ca	a 90004	
OWNER(S) OF PROPERTY: Joe & Regina Yuzefpolsky		
OWNER(S) MAILING ADDRESS: 154 S. Larchmont Blvd. Los A	ngeles, Ca 90004 .	
Home Telephone: <u>(310)</u> 508-7394	WORK TELEPHONE:	
Mobile Telephone:	Alternate Telephone: <u>(310) 740-</u>	1832
Owner(s) Email: _reginay@wcliens.com	Alternate Email:	
PROPERTY INFORMATION		
Legal Description: TRACT: <u>3743</u>	Вьоск: 10 ьот: 9	ARB: none
Assessor Identification Number (AIN): <u>5515</u> - <u>023</u>	<u>009</u> Council	DISTRICT NO.: 4
PROPERTY PURCHASE DATE: <u>4/16/2003</u> Most F	RECENT ASSESSED VALUE: \$1,199,168	.00
OWNER OCCUPIED: 💿 YES 🔿 NO USE: 💽 SINGLE-	Family Dwelling 🛛 🔿 Multi-Family/	Commercial/INDUSTRIAL
Addresses for all other property owned within the City separate sheet of paper, labeled "Attachment E", and su		🔿 Yes 💿 NA ,
Taxes on all property owned within the City of Los Angi	eles are PAID to date?	YES C NO
ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM THE BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPARTM		C Yes 💿 No
HISTORICAL SIGNIFICANCE		
HISTORIC-CULTURAL MONUMENT (HCM)		
HCM NUMBER: HCM NAME:		
Contributor to a Historic Preservation Overlay Zo	NE (HPOZ)	
HPOZ NAME: <u>Windsor Square</u> H	ISTORIC PROPERTY NAME: Residence	for Ruth Anna Reeve
ORIGINAL CONSTRUCTION DATE: 1923 ARC	CHITECT(S): John Douglas	
ARCHITECTURAL STYLE: Spanish Colonial Revival		
I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DES PROPERTY CONTRACT. PUBLIC USPACE SIGNATURE OWNER SIGNATURE	CRIBED ABOVE AND HEREBY APPLY FO	DR AN HISTORICAL
OWNUER SIGNATURE DATE Regina Yuzefpolsky	JOF YUZEEDOL	Str.
PRINT NAME	PRINT NAME	

EXHIBIT "A"

Revised November 2015

#### REHABILITATION/RESTORATION/MAINTENANCE PLAN

# PROPERTY ADDRESS: 154 S. Larchmont 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, <u>NOT modernization, remodels, or construction of new elements</u>. 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 \$ 21,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2015
Description of work: Installed front yard landscaping drainage	with drought tolerant plants and impr	oved
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature: Landscape		
25 000	Contract Year of Proposed Work Completion:	2016
Description of work: Installed rear yard landscaping v drainage	vith drought tolerant plants and impro	ved
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature: Foundation/Structural Sy	/stem	
Cost \$ 6,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2016
Description of work: Foundation reinforcement to imposite shown signs of failing	rove strength of structural system that	it has
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature: Chimney		
Cost \$ 44,800 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2018

#### REHABILITATION/RESTORATION/MAINTENANCE PLAN

# PROPERTY ADDRESS: 154 S. Larchmont 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, <u>NOT modernization, remodels, or construction of new elements</u>. 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	□ Completed	Proposed 🖬
Building Feature: Interior Plaster Walls		
0 5/3	Contract Year of Proposed Work Completion:	2018
Description of work: Repair damaged interior plas	ster walls that are presently cracked	
□ Maintenance	□ Completed	Proposed 🖬
Building Feature: Garage Doors		
Cost \$_5,300 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2018
Description of work: Replace broken garage door	s with wood doors	
Maintenance     Rehabilitation/Restoration	□ Completed	Proposed
Building Feature: Wood Floors		
Cost \$28,986 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2025
Description of work: Repair/replace (where neede	d) wood flooring	
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature: Hardscape		
Cost \$ 24,450 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2025
Description of work: Replace broken and cracked	driveway	

#### 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.

Ехнівіт "В"

#### 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 T. Scheier

(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

2700 S. La Salle Avenue

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

THIS AGREEMENT is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_ 2016, by and (LEAVE DATE BLANK UNTIL RECORDED) between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and Steven T. Scheier (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 <u>Hammers Residence</u> and located at the street address <u>2700 S. La Salle Avenue</u>, Los Angeles, California <u>90018</u>, (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.

- January 27, 2016 : (a) the City Council of the City of Los Angeles (iii) On declared the Property Historic-Cultural Monument No. <sup>1104</sup> pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. 15 \_ 1351 ); or, (b) The Property was determined to be to а Contributing Structure 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 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 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 T. Schleier
	Address	2700 S. La Salle Avenue
		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

Ву: \_

VINCENT P. BERTONI, AICP, Director of Plann		ing	Date
	Ву:	Store Schle Owner Signature*	ũ
		Steven T. Schleier	5/30/2016
		Print Name	 Date
	By:		
		Owner Signature*	
		Print Name	Date
	Ву:	Owner Signature*	
		Print Name	Date

APPROVED AS TO FORM MICHAEL N. FEUER, City Attorney

By:\_\_

Deputy City Attorney, Office of the City Attorney

Date

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 Ca County of		ANGELES	) )				
On MAY	E 30.	2016 before me, 1	JSA	PUSBURY	1020	MOTANY	RUBUC
	Date			Here Insert Nam			
personally	appeared	STEVEN	JT	SCHLE	IER		
•				Name(s) of Signer	r(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

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:       HSTOCKAL       Iddexty Contract         Number of Pages:						
	aimed by Signer(s)	Signor's Namo:				
Signer's Name: Corporate Officer Title(s):		Signer's Name: Corporate Officer — Title(s):				
	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:				

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

# CITY OF LOS ANGELES

# HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION		
PROPERTY ADDRESS: 2700 S. La Sa	lle Avenue, Los Angeles, CA 90018	
Owner(s) of Property: Ste	even T. Schleier	
Owner(s) Mailing Address: 2700 S. La Sal	le Avenue, Los Angeles, CA 90018	
Home Telephone: <u>(</u> 310) 251-2625	Work Telephone: <u>(310)</u> 575-4860	
Mobile Telephone: <u>(310)</u> 251-2625	Alternate Telephone:	
Owner(s) EMAIL: <u>stevela@roadrunner.com</u>	Alternate Email:	·····
PROPERTY INFORMATION	sa - an an ann an	
Legal Description: TRACT: Charles Victor Hall Tract	ВLOCK:11 LOT:1 ARB	:N/A
Assessor Identification Number (AIN): 5053 -	021 - 001 COUNCIL DISTRI	ICT NO.: <u>8</u>
PROPERTY PURCHASE DATE: <u>11/18/2013</u>	Most Recent Assessed Value: \$754,784.00	
OWNER OCCUPIED: (* Yes) (C NO) USE: (*	Single-Family Dwelling CMulti-Family/ Comm	IERCIAL/ INDUSTRIAL
Addresses for all other property owned within the separate sheet of paper, labeled "Attachment E", a		YES 🏵 NA
Taxes on all property owned within the City of Lo	s Angeles are PAID to date?	🔶 YES 👘 NO
ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FRO BUILDING AND SAFETY OR THE LOS ANGELES HOUSING D		C YES 🔹 NO
HISTORICAL SIGNIFICANCE	ւցերցել է սուրցերցել են ինք ընտրությունները տարանությունը որ գտուսու է եր ենք ենչնուն ին ընցելու է երցերու ու ոս եպել եր մա	a an
HISTORIC-CULTURAL MONUMENT (HCM)		
HCM NUMBER: 1104 HCM NAME: Hamme	rs Residence	·
Contributor to a Historic Preservation Over	ilay Zone (HPOZ)	
HPOZ NAME:	HISTORIC PROPERTY NAME:	
ORIGINAL CONSTRUCTION DATE: 1904	ARCHITECT(S): Samuel Hedges	-
ARCHITECTURAL STYLE: Arts and Crafts		
I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY PROPERTY CONTRACT. Stoven Schlein 2/16	TY DESCRIBED ABOVE AND HEREBY APPLY FOR AN	HISTORICAL
Owner Signature Date	J Owner Signature	DATE
Steven T. Schleier		
Print Name	Print Name	
[	EXHIBIT "A"	Revised November 2015

#### REHABILITATION/RESTORATION/MAINTENANCE PLAN

# PROPERTY ADDRESS: 2700 South La Salle 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, <u>NOT modernization, remodels, or construction of new elements</u>. 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 \$ 28,000.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2014
Description of work: Seismic retrofit of unreinforced l retrofit and partial replacement,	prick foundation exceeding minimum poured concrete sister foundation; lev	
□ Maintenance ■ Rehabilitation/Restoration	Completed	Proposed
Building Feature: Windows		
Cost \$(round to nearest dollar)	Contract Year of Proposed Work Completion:	2014
Description of work: Repair and restoration of existin window sashes and glass includ	•	ed original
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature: Doors		
Cost § (round to nearest dollar)	Contract Year of Proposed Work Completion:	2014
Description of work: Repaired and restored original p		doors,
replaced non-original front door	with vintage door	
replaced non-original front door     Maintenance Rehabilitation/Restoration	with vintage door Completed	Proposed
□ Maintenance		Proposed
	Completed	'

Ехнівіт "А"

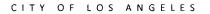
#### CITY OF LOS ANGELES

#### REHABILITATION/RESTORATION/MAINTENANCE PLAN

# PROPERTY ADDRESS: 2700 South La Salle 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, <u>NOT modernization, remodels, or construction of new elements</u>. 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	Completed	Proposed
Building Feature: Floors		
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:	2014
Description of work: Refinished original hardwood flo	ors	
Maintenance     Rehabilitation/Restoration	🖬 Completed	Proposed
Building Feature: Front Porch and Front Fac	ade	
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:	2014
Description of work: Demolished non-original flagston and restored original appearanc	ne veneer on front facade, porch and e with wood columns and wood railin	
		-
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Maintenance Rehabilitation/Restoration     Building Feature:	Completed	Proposed
Building Feature: Back Patio	Contract Year of Proposed Work Completion:	2014
Building Feature: Back Patio Cost \$9,000.00 (round to nearest dollar) Description of work: Demolished non-original flagstor conform to home's original const Maintenance Rehabilitation/Restoration	Contract Year of Proposed Work Completion: ne patio in rear and added new redwo ruction period Completed	2014
Building Feature: Back Patio Cost \$9,000.00 (round to nearest dollar) Description of work: Demolished non-original flagstor conform to home's original const	Contract Year of Proposed Work Completion: ne patio in rear and added new redwo ruction period Completed	2014 bood deck to
Building Feature: Back Patio Cost \$9,000.00 (round to nearest dollar) Description of work: Demolished non-original flagstor conform to home's original const Maintenance Rehabilitation/Restoration	Contract Year of Proposed Work Completion: ne patio in rear and added new redwo ruction period Completed	2014 bod deck to



### REHABILITATION/RESTORATION/MAINTENANCE PLAN

# PROPERTY ADDRESS: 2700 South La Salle 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, <u>NOT modernization, remodels, or construction</u> 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	E Completed	Proposed
Building Feature: Interior Paint		_
Cost \$8,300.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2014
Description of work: Restore interior walls, prime and	paint all interior walls	
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature: Electrical		
Cost \$_9,500.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2014
Description of work: All new electrical upgraded to 20	0 amp service	
Maintenance     Rehabilitation/Restoration	Completed	Proposed
-	Completed	Proposed
□ Maintenance ■ Rehabilitation/Restoration Building Feature: Plumbing Cost \$8,900.00 (round to nearest dollar)	· · · · · · · · · · · · · · · · · · ·	•
Building Feature: Plumbing	Contract Year of Proposed Work Completion:	•
Building Feature: Plumbing Cost \$8,900.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	•
Building Feature: Plumbing Cost \$ B,900.00 Cost \$ Cost content of work: All new copper plumbing installed Maintenance Rehabilitation/Restoration	Contract Year of Proposed Work Completion:	•
Building Feature: Plumbing Cost \$ B,900.00 Cost \$ Cost content of work: All new copper plumbing installed Maintenance Rehabilitation/Restoration	Contract Year of Proposed Work Completion:	2014
Building Feature: Plumbing Cost \$ 8,900.00 (round to nearest dollar) Description of work: All new copper plumbing installed	Contract Year of Proposed Work Completion: d throughout house	2014
Building Feature: Plumbing Cost \$ 8,900.00 (round to nearest dollar) Description of work: All new copper plumbing installed Maintenance Rehabilitation/Restoration Building Feature: HVAC	Contract Year of Proposed Work Completion: d throughout house	2014

Ехнівіт "А"

#### CITY OF LOS ANGELES

#### REHABILITATION/RESTORATION/MAINTENANCE PLAN

# PROPERTY ADDRESS: 2700 South La Salle 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, <u>NOT modernization, remodels, or construction of new elements</u>. 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 Deproposed
Building Feature: Fireplace	
Cost \$(round to nearest dollar)	Contract Year of Proposed Work Completion: 2014
Description of work: Removed non-original tiles and r Batchelder tiles	eplaced with period appropriate tiles and replica
Maintenance     Rehabilitation/Restoration	Completed D Proposed
Building Feature: Bathrooms	
Cost \$ 17,900.00 (round to nearest dollar)	Contract Year of Bronored Work Completion, 2016
Cost \$ (round to hearest dollar)	Contract Year of Proposed Work Completion:
Description of work: Remove non-original vanities and	d tiles, replace with period appropriate vanities
and tiles	
Maintenance     Rehabilitation/Restoration	Completed D Proposed
Building Feature: Front yard landscaping	
Cost \$ 3,500 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2016
Description of work Direct should be and second second	
Description of work: Plant shrubs and ground-cover a	ppropriate for period
Maintenance Rehabilitation/Restoration	
	Completed C Proposed
Building Feature: Back yard landscaping	Completed Li Proposed
Building Feature: Back yard landscaping	2016
Building Feature: Back yard landscaping	Contract Year of Proposed Work Completion: 2016
	2016

#### REHABILITATION/RESTORATION/MAINTENANCE PLAN

# PROPERTY ADDRESS: 2700 South La Salle 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, <u>NOT modernization, remodels, or construction</u> 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 \$_30,000.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	201	8
Description of work: Reconstruct a garage to conform			
Maintenance     Rehabilitation/Restoration	Completed		Proposed
Building Feature: Landscape back yard			
Cost \$22,000.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	201	9
Description of work: Landscape the back yard with tre period of home	ees, shrubs and ground cover approp	oriate	for
Maintenance     Rehabilitation/Restoration	Completed		Proposed
Building Feature: Attic			
Cost \$ 45,000.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	202	20
Description of work: Build out the attic to match the pe	eriod of the home		
Maintenance     Rehabilitation/Restoration	Completed		Proposed
Building Feature: Fireplace			
Cost \$(round to nearest dollar)	Contract Year of Proposed Work Completion:	202	24
Description of work: Repair the damaged interior bric			

#### 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.

Ехнівіт "В"

### 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

800 South La Brea Avenue, LLC Brad Conroy Manger

La Brea Fairfax, LLC Steve Anavim Manger

(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

800 S. La Brea

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

THIS AGREEMENT is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_ 2016, by and (LEAVE DATE BLANK UNTIL RECORDED) between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and 800 South La Brea Avenue, LLC & La Brea Fairfax, LLC \_\_\_\_\_\_ (hereinafter referred to as the "Owner").

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 <u>Firestone Building</u> and located at the street address <u>800 S. La Brea</u>, Los Angeles, California <u>90036</u>, (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 30, <sup>2012</sup> : (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. 1020 pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. 12 \_ 0640 ); or, (b) The Property was determined to be а Contributing Structure to the Historic Preservation Overlay Zone pursuant to Section

12.20.3 of the Los Angeles Municipal Code.

City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect (iv) 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 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 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.

200 Los		Los Angeles Department of City Planning 200 North Spring Street, Room 559 Los Angeles, California 90012 Attn: Historical Property Contracts Manager
To Owner:	Name	La Brea Fairfax, LLC 800 South La Brea Avenue, LLC
	Address	5877 W. 3rd Street
		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
Dun		
By:	VINCENT P. BERTONI, AICP, Director of Plann	ing Date
	Ву:	Owner Signature*
	Ву:	Print Name Date Date Owner Signature La Brea Fairfox, LLC
		Steve Anguin 5.31.16 Print Name Date
	Ву:	Owner Signature* 800 South La Brea Alerve
		Brack Corroy 5/31/16 LLC Print Name Jate

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.

> HISTORICAL PROPERTY CONTRACT REVISED MARCH 2016

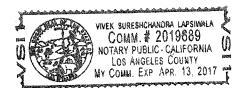
#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

#### 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 before me, <u>Vivek</u> Suvesh Chandra Lapsiwala, Notary Public, Here insert Name and Intie of the Officer On <u>May 31, 2016</u> Date personally appeared 0800 south La Brea Avenue LLC, Brad convoy (Manager) Name(s) of Signer(s) La Brea FairFax LLC, Steve Anavim (Manager) Ø

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 two and correct.

WITNESS my hand and official seal.

Signature Vivek Suresh

#### Place Notery Seal Above

WALL P

#### - OPTICHAL

Though this section is optional, complating this isformation can datar alteration of the document or franchism residentiation of 3-b flow its an unintended document.

Title or Type o	f Decument:		Number of Pages:
Signer(s) Other Than Named Above:			
	Claimed by Signer(s)	Signer's Name:	
Corporate Officer - Title(s):		Corporate Officer - Title(s):	
	Limited General		Limited 🔲 General
🗌 Individual	Attomey in Fact	Individual	Attorney in Fact
	Guardian or Conservator	Trustee	Guardian or Conservator
		Other:	
A: 1 D	esenting:	Sinner le Henre	esenting:

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#### CITY OF LOS ANGELES

# HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION	
PROPERTY ADDRESS: 800 S. La Brea, Los Angeles, CA 900	36
OWNER(S) OF PROPERTY: 800 South La Brea Avenue, LLC	& La Brea Fairfax, LLC
OWNER(S) MAILING ADDRESS: 5877 W. 3rd Street, Los Ar	ngeles, CA 90036
Номе Теlephone: <u>(310) 275-3233</u>	Work Telephone:
Mobile Telephone: (310) 738-1547	Alternate Telephone: <u>(310)</u> 738-1177
OWNER(S) EMAIL: <u>Steveanavim@gmail.com</u>	ALTERNATE EMAIL: Brad.conroy@conroycommercial.com
	ուտանություն հարանությունը նարանությունը հանձառությունը ու ու հետությունը ու հետությունը ու հետությունը է է է է
PROPERTY INFORMATION	
	BLOCK: <u>NA</u> LOT: <u>263/117</u> ARB: <u>NA</u>
	<u>3</u> - <u>001</u> COUNCIL DISTRICT NO.: <u>4</u>
PROPERTY PURCHASE DATE: <u>12/8/2015</u> MO	
OWNER OCCUPIED: C YES C NO USE: C SIN	IGLE-FAMILY DWELLING OMULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL
Addresses for all other property owned within the C separate sheet of paper, labeled "Attachment E", and	C YES INA
Taxes on all property owned within the City of Los A	NGELES ARE PAID TO DATE?
ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM T BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPA	• YES C NO
HISTORICAL SIGNIFICANCE	nen general en anne an en an
HISTORIC-CULTURAL MONUMENT (HCM)	
HCM NUMBER: <u>1020</u> HCM NAME: <u>Firestone E</u>	Building
Contributor to a Historic Preservation Overlay	Y ZONE (HPOZ)
НРОΖ NAME:	HISTORIC PROPERTY NAME: Firestone Building
ORIGINAL CONSTRUCTION DATE: 1937	ARCHITECT(S): R.E. Ward
ARCHITECTURAL STYLE: Streamline Moderne	· · · · · · · · · · · · · · · · · · ·
	DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL
PROPERTY CONTRACT	- $22$ $ 234/11$
- True Arman - 101	
OWNER SIGNATURE DATE DATE	OWNER SIGNATURE DATE
	- par long
PRINT NAME	

PRINT NAME

EXHIBIT	"A"

**PRINT NAME** 

Revised November 2015

### REHABILITATION/RESTORATION/MAINTENANCE PLAN

# PROPERTY ADDRESS: 800 S. La Brea Avenue 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, <u>NOT modernization, remodels, or construction of new elements</u>. 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: Original exterior porcelain	enamel panels
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion: 2017-19
Description of work: Remove non-historic paint coatin abatement of any ACM as requi	•
Maintenance     Rehabilitation/Restoration	🗆 Completed 🗎 Proposed
Building Feature: Curved cantilevered exterio	or canopy
Cost \$ 20,000 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2018
Description of work: Repair and repaint damage from	leaks.
Maintenance     Rehabilitation/Restoration	🗆 Completed 🗎 Proposed
Building Feature: Curved cantilevered exterio	or canopy- lighting
Cost \$_21,875(round to nearest dollar)	Contract Year of Proposed Work Completion:
Description of work: Remove existing non original fluc appropriate neon tube lighting sy	
Maintenance     Rehabilitation/Restoration	🗆 Completed 🗎 Proposed
Building Feature: Original letters on roof edg	e/papaet
Cost \$ 8,500 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2020
Description of work: Repair and repaint letters as req	uired.

## REHABILITATION / RESTORATION / MAINTENANCE PLAN

# PROPERTY ADDRESS: 800 S. La Brea Avenue 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, <u>NOT modernization, remodels, or construction of new elements</u>. 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: Wood Ceiling- Interior	
	Contract Year of Proposed Work Completion:
Description of work: Removal and abatement of lead	
Maintenance     Rehabilitation/Restoration	🗆 Completed 🛛 🗮 Proposed
Building Feature: Steel Trusses- Interior	
Cost \$(round to nearest dollar)	Contract Year of Proposed Work Completion: 2018-19
Description of work: Removal and abatement of lead	based paint from steel trusses and repaint.
Maintenance     Rehabilitation/Restoration	🛛 Completed 📕 Proposed
Building Feature: Original Skylights	
Cost \$ 11,600 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2020-21
Description of work: Complete full restoration of skylig paint/caulking.	hts including fixed glass, mullions and
□ Maintenance	🗆 Completed 🛛 🖬 Proposed
Building Feature: Storefront window system a	and doors
10 500	Contract Year of Proposed Work Completion: 2022-23
Description of work: Re-fabricate metal window system	m, remove damaged mullions and repaint.

## REHABILITATION / RESTORATION / MAINTENANCE PLAN

# PROPERTY ADDRESS: 800 S. La Brea Avenue, 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, <u>NOT modernization, remodels, or construction of new elements</u>. 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 \$(round to nearest dollar)	Contract Year of Proposed Work Completion:
Description of work: Re roof building	
	·
Haintenance C Rehabilitation/Restoration	🖬 Completed 🛛 Proposed
Building Feature: Roof Skylights	
Cost \$ <u>5,500</u> (round to nearest dollar)	Contract Year of Proposed Work Completion: 2016
Description of work: Work completed: Interim the stal replacement and frame repair.	bilization of existing skylights including glass
□ 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 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.

Ехнівіт "В"

#### 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

Eshaghian 2012 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

6820 Iris Circle, Los Angeles CA 90068

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

THIS AGREEMENT is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_ 2016, by and \_\_\_\_\_\_ 2016, by and \_\_\_\_\_\_ between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and Eshaghian 2012 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 house \_\_\_\_\_\_\_ and located at the street address 6820 Iris Circle \_\_\_\_\_\_\_, 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.

- \_, \_\_\_\_\_: (a) the City Council of the City of Los Angeles (iii) On 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 be Contributing Structure to а 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 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 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	Gabriel and Sabrina Eshaghian
	Address	7128 Woodrow Wilson 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: VINCENT P. BERTONI, AICP, Director of Planning Date By: Owner Signature\* abriel Eshaghian rint 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.

HISTORICAL PROPERTY CONTRACT REVISED MARCH 2016

document to which this certificate is attached, and not the truth	s only the identity of the individual who signed the fulness, accuracy, or validity of that document.
State of California	
County of Los Angles	S.S.
On June 1 2016 before me, <u>Gar</u> personally appeared <u>Gabrie</u>	J Ebruhimi, Notary Public. Name of Nelaty Public. Title
personally appeared Gabrie	<u>LESHAGHIAN</u> Neme of Signer (1)
Nerve of Signer (2) who proved to me on the basis of satisfactory evider is/are subscribed to the within instrument and ackno the same in his/hef/their authorized capacity(ies), ar instrument the person(s), or the entity upon behalf or instrument. I certify under PENALTY OF PERJURY under the la	wledged to me that he/she/they execute nd that by his/her/their signature(s) on th f which the person(s) acted, executed th
of the State of California that the foregoing paragrap true and correct.	
WITNESS my hand and official seal.	GORJ EBRAHIMI
Λ	S NOTARY PUBLIC-CALIFORNIA
G. Ebrahimi	LOS ANGELES COUNTY My Comm. Expires APRIL 20, 2017
Signature of Notary Public OPTIONAL INFORMA	My Comm. Expires APRIL 20, 2017
Signature of Notery Public OPTIONAL INFORMA Although the Information in this section is not required by law, it cou	ATION
Signature of Notery Public OPTIONAL INFORMA Although the information in this section is not required by law, it cou this acknowledgment to an unauthorized document and may prove t	ATION — Hy Comm. Expires APRIL 20, 2017 Safety ATION — Id prevent fraudulent removal and reattachment of useful to persons relying on the attached document.
Although the information in this section is not required by law, it counts acknowledgment to an unauthorized document and may prove to escription of Attached Document is attached to a here preceding Certificate of Acknowledgment is attached to a	ATION
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Although the information in this section is not required by law, it counts acknowledgment to an unauthorized document and may prove the escription of Attached Document is attached to a provent the preceding Certificate of Acknowledgment is attached to a provent titled/for the purpose of <u>Historical</u>	My Comm. Expires APRIL 20, 2017 ATTION Id prevent fraudulent removal and reattachment of useful to persons relying on the attached document. Additional Information Method of Signer Identification
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Although the information in this section is not required by law, it out this acknowledgment to an unauthorized document and may prove to <b>Description of Attached Document</b> the preceding Certificate of Acknowledgment is attached to a provent titled/for the purpose of $\frac{HiStorical}{Property}$ (On tract for the purpose of $\frac{HiStorical}{Property}$ ).	My Comm. Expires APRIL 20, 2017  ATTION  Id prevent fraudulent removal and reattachment of useful to persons relying on the attached document.  Additional information  Method of Signer Identification  Proved to me on the basis of satisfactory evidence:  form(s) of identification credible witness(es)
Although the information in this section is not required by law, it countries acknowledgment to an unauthorized document and may prove to escription of Attached Document he preceding Certificate of Acknowledgment is attached to a comment titled/for the purpose of $\frac{HiStorical}{Property}$ ( $Dntract$ ) pontaining $\underline{b}$ pages, and dated $\underline{b/H}$ 2016. he signer(s) capacity or authority is/are as: $\underline{l}$ Individual(s)	My Comm. Expires APRIL 20, 2017  ATTION  Id prevent fraudulent removal and reattachment of useful to persons relying on the attached document.  AGGINONIC INFORMATION  Method of Signer Identification  Proved to me on the basis of satisfactory evidence:
Signature of Newry Public         OPTIONAL INFORMA         Although the information in this section is not required by law, it counts acknowledgment to an unauthorized document and may prove to         Description of Attached Document         he preceding Certificate of Acknowledgment is attached to a countent titled/for the purpose of	My Comm. Expires APRIL 20, 2017  ATTION  Id prevent fraudulent removal and reattachment of tiseful to persons relying on the attached document.  AGEIItional Information  Method of Signer Identification  Proved to me on the basis of satisfactory evidence:  form(s) of identification  redible witness(es)  Notarial event is detailed in notary journal on:  Page # Entry #
Signature of Newry Public         OPTIONAL INFORMA         Although the information in this section is not required by law, it counts acknowledgment to an unauthorized document and may prove to         Description of Attached Document         he preceding Certificate of Acknowledgment is attached to a countent titled/for the purpose of	My Comm. Expires APRIL 20, 2017         ATTION         Id prevent fraudulent removal and reattachment of useful to persons relying on the attached document.         Activitional Information         Method of Signer Identification         Proved to me on the basis of satisfactory evidence:            form(s) of identification         Prage #         Entry #         Notarial event is detailed in notary journal on:         Page #         Entry #         Other         Additional Signer       Signer(s) Thumbprints(s)
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Although the information in this section is not required by law, it out inis acknowledgment to an unauthorized document and may prove to Description of Attached Document  the preceding Certificate of Acknowledgment is attached to a comment titled/for the purpose of	My Comm. Expires APRIL 20, 2017         ATTION         Id prevent fraudulent removal and reattachment of useful to persons relying on the attached document.         Activitional Information         Method of Signer Identification         Proved to me on the basis of satisfactory evidence:            form(s) of identification         Prage #         Entry #         Notarial event is detailed in notary journal on:         Page #         Entry #         Other         Additional Signer       Signer(s) Thumbprints(s)
Signature of Nevery Public         OPTIONAL INFORMA         Although the information in this section is not required by law, it countries acknowledgment to an unauthorized document and may prove to         Description of Attached Document         he preceding Certificate of Acknowledgment is attached to a countent titled/for the purpose of	My Comm. Expires APRIL 20, 2017         ATTION         Id prevent fraudulent removal and reattachment of useful to persons relying on the attached document.         Activitional Information         Method of Signer Identification         Proved to me on the basis of satisfactory evidence:            form(s) of identification         Prage #         Entry #         Notarial event is detailed in notary journal on:         Page #         Entry #         Other         Additional Signer       Signer(s) Thumbprints(s)

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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

<b></b>			
Deputy			Date
VINCENT P. BERTONI, AICP, Directo	or of Plann	ing	Date
	By:		
	-	Owner Signature*	
	,	Sabrina Eshaghian	6/1
		Print Name	Dat
	By:		
		Owner Signature*	
		Print Name	Dat
	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 NEW YORK } COUNTY OF QUEENS } On (u)/(u), before me, Son A Ruiz, aNotary Public, personally appeared SABRINA ESHAGHIAN, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: (Se

## CITY OF LOS ANGELES

## HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION	,	
Property Address: 6820 Iris Circle L		
Owner (s) of Property:ESHAGHIAN 2012 FAM	AILY TRUST (contact SABRINA/C	GABRIEL ESHAGHIAI
Owner (s) Mailing Address:7128 woodrow	w wilson drive Los Angeles (	CA 90068
Home Telephone:	Work Telephone:	0
Mobil e Tel ephone: 917 - 749 - 6890		
Owner (s) Email: gabyjon@msn.com	AlternateEmail:	
PROPERTY INFORMATION	n 19 - Ann na meine an an sa sa anna 19 Agus anna - Al ann a' sharat agus tanan ar sagan na anna an sa sharan s	ла – ту – ту стал – Чецина – с нараку у мона удур дил ото слу работа.
TR 4565	Block: Lot: AFI	3
ADITITI (AIN): 5576 - (	002 - 024 Council Distr	ict no.:
Property Purchase Date: 7/2014 Mo	st Recent Assessed Value: \$750,000	.00
Owner Occupied: 🖉 Yes 🗘 No Use: 🏸 Sn		
Addresses for all other property owned within the C separate sheet of paper, labeled "Attachment E', and	Dity of Los Angeles are noted on a	C Yes CNA
Taxes on all property owned within the Oty of Los A		Ares C No
ADE CHELE AND OCICIDANDING OCIDELTICO COMILLI FOOM (		•
BUILDING AND DAFEED OF DHE LOT ANGELED HOT TING DEDA		C Yes C-150
HISTORICAL SIGNIFICANCE	men i ang ang mili kalon da ng milangan ana maya ng managang na kalanak penang kalang kalang pang ang ang kalan	ornansis analis ( ) siya sanayan nganasan ku siya sana ( )
Historic-Oultural Monument (HOM)		
HOM Number: HOM Name:		
🗔 Contributor to a Historic Preservation Overlay	Zone (HPOZ)	
HPOZName:Whitley Heights	Historic Property Name:	
Original Construction Date: <u>1923/1924</u>		
Architectural Style: Spanish Revival		
· · · · ·		
lam (Weare) the present owner (s) of the property of Property Operation	described above and hereby apply for an	Historical
Property Contract, 2/25/11	·	
seer 1	Owner Signature	Date
Sabrina Eshaghian 2/25/16 Trustee, Eshaghian 2012 Family Trus		
Print Name	Print Name	
EX	HBIT"A"	

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

# PROPERTY ADDRESS: 6820 Iris Circle, 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, <u>NOT modernization, remodels, or construction of new elements</u>. 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 Kitchen and Ba	throoms to period style
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion: 2015-16
Description of work: Restore Kitchen and 3.5 bathroo 1920's	oms to reflect historical accuracy period style -
Maintenance     Rehabilitation/Restoration	Completed 🛛 Proposed
Building Feature: Restore all doors and wi	indows, restore original flooring
Cost \$_75,000 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2015-16
	nd windows and restore original flooring to reflect
□ Maintenance	🖬 Completed 🛛 Proposed
Building Feature: Repair existing stucco w	ork and interior details
Cost \$25,000 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2016
Description of work: Repair existing exterior stucco w plaster, light fixtures, tile and dec	
□ Maintenance	🖬 Completed 🛛 Proposed
Building Feature: Repair all HVAC, electric	cal and plumbing systems
75 000	Contract Year of Proposed Work Completion: 2016
Description of work: Repaid and replace all HVAC, el	lectrical and plumbing systems

Ехнівіт "А"

X

#### CITY OF LOS ANGELES

#### REHABILITATION/RESTORATION/MAINTENANCE PLAN

# PROPERTY ADDRESS: 6820 Iris Circle, Los Angeles CA 90068 (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, <u>NOT modernization, remodels, or construction of new elements</u>. 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: Replace Roof and Roof	liles
50.000	2017 2019
Cost \$ 50,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:
Description of work: Replace leaking roof and replace	e roof tiles to match original detail
□ Maintenance	Completed Proposed
	, , ,
Building Feature: Repair (or replace) gara	ge retaining walls as needed
50.000	Contract Year of Proposed Work Completion:
Description of work: Replace or repair garage retainin	ng walls as necessary
Maintenance     Rehabilitation/Restoration	🗆 Completed 🖬 Proposed
<ul> <li>Maintenance</li> <li>Rehabilitation/Restoration</li> <li>Building Feature:</li> </ul>	
Building Feature: Plumbing, electrical and	
Building Feature: Plumbing, electrical and Cost \$25,000 (round to nearest dollar)	HVAC Contract Year of Proposed Work Completion: ongoing
Building Feature: Plumbing, electrical and	HVAC Contract Year of Proposed Work Completion: ongoing
Building Feature: Plumbing, electrical and Cost \$25,000 (round to nearest dollar) Description of work: Ongoing repair and maintenance	HVAC Contract Year of Proposed Work Completion: ongoing
Building Feature: Plumbing, electrical and Cost \$25,000 (round to nearest dollar) Description of work: Ongoing repair and maintenance	HVAC Contract Year of Proposed Work Completion: ongoing of plumbing, electrical and HVAC systems
Building Feature: Plumbing, electrical and Cost \$25,000 (round to nearest dollar) Description of work: Ongoing repair and maintenance	HVAC Contract Year of Proposed Work Completion: ongoing of plumbing, electrical and HVAC systems
Building Feature: Plumbing, electrical and Cost \$25,000 (round to nearest dollar) Description of work: Ongoing repair and maintenance Maintenance Rehabilitation/Restoration Building Feature: Seismic retrofit	HVAC Contract Year of Proposed Work Completion: Ongoing of plumbing, electrical and HVAC systems Completed Proposed Contract Year of Proposed Work Completion: 2019

Ехнівіт "А"

### 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.

Ехнівіт "В"

#### 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 \_\_\_\_\_\_ 2016, by and \_\_\_\_\_\_ between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and <u>The Lofts at Hollywood and Vine</u> \_\_\_\_\_\_ (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 <u>The Lofts at Hollywood and Vine</u> and located at the street address <u>6251-6253 Hollywood Boulevard</u>, Los Angeles, California <u>90028</u>, (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. <sup>1088</sup> \_ pursuant to Section 22.171.10 of \_ 0327 the Los Angeles Administrative Code (Council File No. <sup>15</sup> ); or, (b) The Property determined was to be а 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 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 Ave., 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: \_\_

INCENT P. BERTONI, AICP, Director c	of Plann	ing	Date
JULIA KRAFT WHITTLE COMM. # 2060281 NOTARY PUBLIC - CALIFORNIA U LOS ANGELES COUNTY	By:	Vice-President of Lofts at Hollywood and Vine HOA	
MY CONN. EXP. MAY 15, 2018		Gerard Vernice	7/21/2016
JULIA KRAFT WHITTLE & COMM. # 2068281 NOTARY PUBLIC-CALIFORNIA ()	By:	Treasurer of Lofts at Hollywood and Vine HOA	Ministrative plane and
LOS ANGELES COUNTY MY COMM. EXP. MAY 15, 2018		Glen Ballard	
JULIA KRAFT WHITTLE		ind all	7/21/2016
COMM. # 2068281 Notary public-california Los Angeles County Hy Conk, Erp. May 15, 2018 -	By:	Secretary of Lofts at Hollywood and Vine	e OA
mi COME EAF, MAI 10, 2018		Walter Schild	

7/21/2016

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.

HISTORICAL PROPERTY CONTRACT REVISED MARCH 2016

# CALIFORNIA ALL- PURPOSE CERTIFICATE OF 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 ANGEVES }

On 07/21/2016 before me, JULIA KRAFT WHITTUE,

personally appeared <u>GEPARD VERNICE</u> 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.	JULIA KRAFT WHITTLE COMM. # 2668281 HOTARY PUBLIC- CALIFORNIA LOS ANGELES COUNTY MY COMM. EXP. MAY 15, 2018
ADDITIONAL OPTIONAL INFORMATION         DESCRIPTION OF THE ATTACHED DOCUMENT         HISTOPICAL PROPERTY CONTRACT         (Title or description of attached document)         (Title or description of attached document continued)         Number of Pages       Document Date	<ul> <li>if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.</li> <li>State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.</li> <li>Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.</li> <li>The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).</li> <li>Print the name(s) of document signer(s) who personally appear at the time of</li> </ul>
CAPACITY CLAIMED BY THE SIGNER  Individual (s) Corporate Officer (Title) Partner(s) Attorney-in-Fact Trustee(s) Other 2015 Version www.NotaryClasses.com 800-873-9865	<ul> <li>notarization.</li> <li>Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.</li> <li>The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.</li> <li>Signature of the notary public must match the signature on file with the office of the county clerk.</li> <li>Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.</li> <li>Indicate title or type of attached document, number of pages and date.</li> <li>Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).</li> <li>Securely attach this document to the signed document with a staple.</li> </ul>

# CALIFORNIA ALL- PURPOSE CERTIFICATE OF 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 AN GELES }

On <u>07/21/2016</u> before me, <u>JULIA KRAFT WHITTVE</u>, (Here insert name and title of the officer)

personally appeared <u>GLEN BALLARP</u>, 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.	JULIA KRAFT WHITTLE COMM. # 2068281 NOTARY PUBLIC-CALIFORNIA LOS ANGELES COUNTY MY COMM. EXP. MAY 15, 2013
ABBITIONAL OPTIONAL INFORMATI	INSTRUCTIONS FOR COMPLETING THIS FORM
ADDITIONAL OPTIONAL INFORMATI DESCRIPTION OF THE ATTACHED DOCUMENT	if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long
HISTOILLAL PROPERTY (0077RAL7 (Title or description of attached document)	<ul> <li>as the wording does not require the California notary to violate California notary law.</li> <li>State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.</li> </ul>
(Title or description of attached document continued) Number of Pages Document Date	<ul> <li>Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.</li> <li>The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).</li> </ul>
	• Print the name(s) of document signer(s) who personally appear at the time of notarization.
CAPACITY CLAIMED BY THE SIGNER	<ul> <li>Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.</li> </ul>
Corporate Officer	<ul> <li>The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.</li> </ul>
$\square$ Partner(s)	<ul> <li>Signature of the notary public must match the signature on file with the office of the county clerk.</li> </ul>
Attorney-in-Fact	<ul> <li>Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.</li> </ul>
□ Trustee(s) □ Other	<ul> <li>Indicate title or type of attached document, number of pages and date.</li> <li>Indicate the capacity claimed by the signer. If the claimed capacity is a</li> </ul>
2015 Version www.NotaryClasses.com 800-873-9865	<ul> <li>corporate officer, indicate the title (i.e. CEO, CFO, Secretary).</li> <li>Securely attach this document to the signed document with a staple.</li> </ul>

# CALIFORNIA ALL- PURPOSE CERTIFICATE OF 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 ANDELES }

On 07/21/2014 before me, JULIA KRAFT WHITTLE,

personally appeared WALTER SCHILD

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.

JULIA KRAFT WHITTLE

COMM. # 2068281 WITNESS my hand and official seal. LOS ANGELES COUNTY MY COMM. EXP. MAY 15, 2018 Notary Public Signature (Notary Public Seal) INSTRUCTIONS FOR COMPLETING THIS FORM ADDITIONAL OPTIONAL INFORMATION This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments DESCRIPTION OF THE ATTACHED DOCUMENT from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary HISTORICAL PROPERTY CONTRACT law (Title or description of attached document) • State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment. • Date of notarization must be the date that the signer(s) personally appeared which (Title or description of attached document continued) must also be the same date the acknowledgment is completed. The notary public must print his or her name as it appears within his or her Number of Pages 12 Document Date commission followed by a comma and then your title (notary public). Print the name(s) of document signer(s) who personally appear at the time of notarization Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. CAPACITY CLAIMED BY THE SIGNER he/she/they, is /are ) or circling the correct forms. Failure to correctly indicate this Individual (s) information may lead to rejection of document recording. □ Corporate Officer The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a (Title) sufficient area permits, otherwise complete a different acknowledgment form. Signature of the notary public must match the signature on file with the office of □ Partner(s) the county clerk. □ Attorney-in-Fact Additional information is not required but could help to ensure this ..... Trustee(s) acknowledgment is not misused or attached to a different document. ٠ Indicate title or type of attached document, number of pages and date. Other \_  $\square$ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary). · Securely attach this document to the signed document with a staple. 2015 Version www.NotaryClasses.com 800-873-9865

### CITY OF LOS ANGELES

HISTORICAL PROP	ERTY CO	NTRACT APP	LICAT	ION FORM		
OWNER INFORMATION						
PROPERTY ADDRESS: 6253 Hollywood Blvd. Un	<u>it 102, Los An</u>	geles, CA 90038				
OWNER(S) OF PROPERTY: Meco Properties, LLC						
OWNER(S) MAILING ADDRESS: 8033 Sunset Blvg	d. #877, Los A	ngeles, CA 90046	····			
Home Telephone:		WORK TELEPHONI	e: <u>(310)</u>	363-0877		
MOBILE TELEPHONE: <u>(310)</u> 722-8555		ALTERNATE TELEP	HONE: _			
OWNER(S) EMAIL: walter@dilson.com		Alternate Email			<u>-</u>	
PROPERTY INFORMATION			******			*****
Legal Description: TRACT: TR 060544-C		BLOCK: None	_ Lот: <u>1</u>	ARB:	None	
Assessor Identification Number (AIN): 5556	- <u>030</u>	- <u>037</u>		COUNCIL DISTRIC	T NO.: <u>13</u>	*****
PROPERTY PURCHASE DATE: 8/31/2010	Most I	RECENT ASSESSED V	ALUE: <u>\$</u> 2	2,249,268.00		
OWNER OCCUPIED: O YES O NO US	E: OSINGLE	FAMILY DWELLING	Ο Μυ	LTI-FAMILY/ COMME	ERCIAL/ INDI	USTRIAL
ADDRESSES FOR ALL OTHER PROPERTY OWNED WI SEPARATE SHEET OF PAPER, LABELED "ATTACHMEN					<b>O</b> YES	<b>O</b> NA
TAXES ON ALL PROPERTY OWNED WITHIN THE CIT	y of Los Ang	eles are PAID to d	ATE?		• Yes	O NO
ARE THERE ANY OUTSTANDING ORDERS TO COM FROM THE LOS ANGELES DEPARTMENT OF BUILD ANGELES HOUSING + COMMUNITY INVESTMENT	DING AND SAI	ETY OR LOS			<b>O</b> YES	🖸 No
HISTORICAL SIGNIFICANCE		*****		******		
HISTORIC-CULTURAL MONUMENT (HCM)						
HCM NUMBER: <u>1088</u> HCM NAME: <u>E</u>	ank of Holly	wood / Equitable B	uilding			
Contributor to a Historic Preservatio	N OVERLAY ZO	NE (HPOZ)				
HPOZ NAME:	ŀ	ISTORIC PROPERTY	NAME: _			
ORIGINAL CONSTRUCTION DATE: 1929						
ARCHITECTURAL STYLE: Late Gothic Revival and	Art Deco					
I AM (WE ARE) THE PRESENT OWNER(S) OF THE I PROPERTY CONTRACT. MMMM	PROPERTY DE: 	CRIBED ABOVE ANI	D HEREB	Y APPLY FOR AN H	IISTORICAL	
Owner Signature	DATE	Owner Signatur	E		DA	TE
Walter Schild, Manager of Meco Properties, L	LC					
PRINT NAME		Print Name				
	EXHI	BIT "A"			REVISED JANI	uary 2015

## CITY OF LOS ANGELES

	ROPERTY CONTRACT APPLICATION FORM	
OWNER INFORMATION		
PROPERTY ADDRESS: 6253 Hollywood Blv		
OWNER(S) OF PROPERTY: Meco Propertie		
	et Blvd. #877, Los Angeles, CA 90046	
	WORK TELEPHONE: <u>(310)</u> 363-0877	
	ALTERNATE TELEPHONE:	
OWNER(S) EMAIL: walter@dilson.com	Alternate Email:	
PROPERTY INFORMATION		
Legal Description: TRACT: TR 060544-C	BLOCK: None LOT: 1 ARB: None	<u> </u>
Assessor Identification Number (AIN): 5	556 - 030 - 036 Council District no.: <u>13</u>	
PROPERTY PURCHASE DATE: 8/31/2010	Most Recent Assessed Value: \$5,436,623.00	
OWNER OCCUPIED: O YES O NO	USE: OSINGLE-FAMILY DWELLING OMULTI-FAMILY/ COMMERCIAL/ IND	JSTRIAL
	ED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A O YES	<b>O</b> NA
TAXES ON ALL PROPERTY OWNED WITHIN T	HE CITY OF LOS ANGELES ARE PAID TO DATE?	O No
ARE THERE ANY OUTSTANDING ORDERS TO FROM THE LOS ANGELES DEPARTMENT OF ANGELES HOUSING + COMMUNITY INVEST	BUILDING AND SAFETY OR LOS	⊙ No
HISTORICAL SIGNIFICANCE		
	ME: Bank of Hollywood / Equitable Building	
	HISTORIC PROPERTY NAME:	
	ARCHITECT(S): <u>Aleck Curlett</u>	
ARCHITECTURAL STYLE: Late Gothic Reviv	al and Art Deco	
I AM (WE ARE) THE PRESENT OWNER(S) OF PROPERTY CONTRACT. MY MCJ	THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAN	
Owner Signature	DATE OWNER SIGNATURE DA	TE
Walter Schild, Manager of Meco Proper	ties, LLC	
Print Name	Print Name	
	EXHIBIT "A" Revised Jan	1148V 2015

## CITY OF LOS ANGELES HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Property Address 6251 Hollywood Blvd Roo	of		
Owner(s) of Property: Vaibhay Gupta CIO/	Robin Jones		
Owner(s) Mailing Address 2850 E. Camelba	ack Road Ste #110		
Home Telephone	Work Telephone	6022243106	
Mobile Telephone	Alternate Telephor	ie	
Owner(s) Email: rjones@brandedcities.com	Alternate Email		
PROPERTY INFORMATION			ADD: None
Legal Description: Tract: TR 060544:-C	Block: None	Lot: <u>LT 1</u>	ARB: None
Assessor Identification Number (AIN): 5546	- 030- 103	Council Distrie	ct No.: <u>13</u>
Property Purchase Date: 10/16/12	Most Recent Assess	ed Value 4324	594
<b></b>		-	mmercial / Industrial
Addresses for all other property owned within the C seperate sheet of paper, Labeled "Attachment E", a			⊖Yes ⊗NA
Taxes on all property owned within the City of Los	Angeles are PAID to date?	Ģ	ØYes ○No
Are there any outstanding orders to comply against Angeles Department of Building and Safety or Los Community Investment Department?		(	Yes 🔇 No
HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCM) HCM Number: 1088 HCM Name:	Bank of Hollywood / Equit	ible Building	
Contributor to a Historic PReseraviton Overlay	y Zone (HPOZ)		
HPOZ Name:	Historic Property Name:		
Driginal Construction Date: 1929 Arc	chitect(s): Aleck Curlett		
Architectural Style: Late Gothic Revival and	I Art Deco		
am (We are) the present owner(s) of the an historical property contract. Mathematical B/2	e property described ab	ove and here	by apply for
Dwner Signature Date	Owner Signatur	е	Date
VAIBHAY GUP-42			
VAIBHAY GUPTA Print Name BEANDED CITES	Print Name		
	hibit "A"	Revised	I January 2015

## CITY OF LOS ANGELES HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Property Address 6251 Hollywood Blvd 20	)1		
Owner(s) of Property: David Sweeney C/0	D Sweeney Manageme	ent	
Owner(s) Mailing Address 6253 Hollywoo	d Blvd. #201		
Home Telephone	Work Telepho	one	
Mobile Telephone	Alternate Tele	ephone	
Owner(s) Email: David@sweeneyent.com	] Alternate Em	ail	
PROPERTY INFORMATION			
Legal Description: Tract: TR 060544:-C	Block: None	Lot: <u>LT 1</u>	ARB: <u>None</u>
	46- 030- 38	Council Dis	strict No.: <u>13</u>
Property Purchase Date: $O_2/O_2/2C$	Most Recent A	ssessed Value 54	36623
Owner Occupied: XYes No Use: (	Single-Family Dwelling		Commercial / Industrial
Addresses for all other property owned within the seperate sheet of paper, Labeled "Attachment E	-		Yes () NA
	os Angeles are PAID to date	e?	XYes O No
Taxes on all property owned within the City of Lo	5		
Are there any outstanding orders to comply agai Angeles Department of Building and Safety or Lo	nst the property from the Lo	DS	⊖Yes XNo
Are there any outstanding orders to comply agai	nst the property from the Lo	DS	OYes X No
Are there any outstanding orders to comply agai Angeles Department of Building and Safety or Lo Community Investment Department?	nst the property from the Lo os Angeles Housing +		⊖Yes X No
Are there any outstanding orders to comply agai Angeles Department of Building and Safety or Lo Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCM)	e: Bank of Hollywood		○ Yes X No
Are there any outstanding orders to comply agai Angeles Department of Building and Safety or Lo Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCM) HCM Number: 1088 HCM Nam	e: Bank of Hollywood	/ Equitible Building	○ Yes X No
Are there any outstanding orders to comply agai Angeles Department of Building and Safety or Lo Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCM) HCM Number: 1088 HCM Nam Contributor to a Historic PReseraviton Over HPOZ Name:	e: Bank of Hollywood /	/ Equitible Building	○ Yes 🕅 No
Are there any outstanding orders to comply agai Angeles Department of Building and Safety or Lo Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCM) HCM Number: 1088 HCM Nam Contributor to a Historic PReseraviton Over HPOZ Name: Original Construction Date: 1929	e: Bank of Hollywood / rlay Zone (HPOZ) Historic Property N Architect(s): Aleck Cur	/ Equitible Building	○ Yes
Are there any outstanding orders to comply agai Angeles Department of Building and Safety or Lo Community Investment Department? HISTORCIAL SIGNIFICANCE [X] Historic-Cultural Monument (HCM) HCM Number: 1088 HCM Nam Contributor to a Historic PReseraviton Over HPOZ Name: Original Construction Date: 1929 Architectural Style: Late Gothic Revival a	e: Bank of Hollywood / rlay Zone (HPOZ) Historic Property N Architect(s): Aleck Cur	/ Equitible Building lame: lett	
Are there any outstanding orders to comply agai Angeles Department of Building and Safety or Lo Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCM) HCM Number: 1088 HCM Nam Contributor to a Historic PReseraviton Over HPOZ Name: Original Construction Date: 1929 Architectural Style: Late Gothic Revival a	e: Bank of Hollywood / rlay Zone (HPOZ) Historic Property N Architect(s): Aleck Cur	/ Equitible Building lame: lett	
Are there any outstanding orders to comply agai Angeles Department of Building and Safety or Lo Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCM) HCM Number: 1088 HCM Nam Contributor to a Historic PReseraviton Over HPOZ Name: Original Construction Date: 1929 Architectural Style: Late Gothic Revival a	e: Bank of Hollywood / rlay Zone (HPOZ) Historic Property N Architect(s): Aleck Cur	/ Equitible Building lame: lett	
Are there any outstanding orders to comply agai Angeles Department of Building and Safety or Lo Community Investment Department? HISTORCIAL SIGNIFICANCE [x] Historic-Cultural Monument (HCM) HCM Number: <u>1088</u> HCM Nam Contributor to a Historic PReseraviton Over HPOZ Name: Original Construction Date: <u>1929</u>	nst the property from the Loos Angeles Housing + e: Bank of Hollywood / rlay Zone (HPOZ) Historic Property N Architect(s): Aleck Cur and Art Deco the property describe	/ Equitible Building lame: lett d above and he	
Are there any outstanding orders to comply agai Angeles Department of Building and Safety or Lo Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCM) HCM Number: 1088 HCM Nam Contributor to a Historic PReseraviton Over HPOZ Name: Original Construction Date: 1929 Architectural Style: Late Gothic Revival a I am (We are) the present owner(s) of the an historical property contract.	nst the property from the Loos Angeles Housing + e: Bank of Hollywood / rlay Zone (HPOZ) Historic Property N Architect(s): Aleck Cur and Art Deco the property describe	/ Equitible Building lame: lett d above and he	ereby apply for

## MILLS ACT HISTORICAL PROPERTY CONTRACT APPLICATION "ATTACHMENT E"

David Sweeney Name: Write first and last name

Address(es) of other property owned in the City of Los Angeles:

12020 Ireden St. Studio (ity, (14 91404

## CITY OF LOS ANGELES HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Owner(s) Mailing Add						
Home Telephone 310-			Work Telephone			
Mobile Telephone 310-	-545-8318		Alternate Teleph	916		
Owner(s) Email: joach	im@jayammusic	.com	Alternate Email			
PROPERTY INFOR						
Legal Description Tract	TR 060544-C	- 81	ock: None	Lot: LT 1	ARE	: None
Assessor Identification	Number (AIN).	5546-030-39	) 	Council Di	istrict No.:_	13
<b>Property Purchase Dat</b>	9:	1	Most Recent Asse	ssed Value		
	<b>U</b>	<b>U</b>		DMuili family	/ Commerci	a:/Industria
Addrosses for all other pr separate sheet of paper		•			<b>O</b> Yes	
Taxes on oil oronam, ou.	sed within the City	of Los Angeles	are PAID to date?		<b>W</b> Yes	O No
Terves or entruberty one	•					
Are there any outstanding Angeles Department of B Community Investment D	lucking and Safety lepartment? FICANCE				O Yes	<b>&amp;</b> No
Are there any outstanding Angeles Department of B Community Investment D HISTORCIAL SIGNI	Note that the second se	or Los Angeles		uitible Buiding		<b>S</b> ND
Are there any outstanding Angeles Department of B Community Investment D HISTORCIAL SIGNI X Histond-Cultural Mo	FICANCE Inument (HCM) BB HCM	or Los Angeles Name Ban	Housing + k of Hollywood / Ec	uitible Building		<b>&amp; No</b>
Are there any outstanding Angeles Department of B Community Investment D HISTORCIAL SIGNII Histone-Cultural Ma HCM Number 100	FICANCE Inument (HCM) BB HCM	nr Los Angeles Name Ban Overlay Zone (†	Housing + k of Hollywood / Ec			<b>&amp;</b> No
Are there any outstanding Angeles Department of B Community Investment D HISTORCIAL SIGNII X Histone-Cultural Me HCM Number 100 Contributor to a Hist	FICANCE mument (HCM) BB HCM	or Los Angeles Name Ban Overlay Zone (†	Housing + k of Hollywood / Ec HPQZ) done Property Name			<b>Q</b> ND
Are there any outstanding Angeles Department of B Community Investment D HISTORCIAL SIGNII X Histone-Cultural Ma HCM Number 100 Contributor to a Hist HPOZ Name: Dirgenal Construction Date	FICANCE mument (HCM) BB HCM boric PRuseravitor	Name Ban Ovuriay Zone (†	Housing + k of Hollywood / Ec HPQZ) done Propenty Name Aleck Curlett			<b>Q</b> ND
Are there any outstanding Angeles Department of B Community Investment D HISTORCIAL SIGNII X Histonc-Cultural Ma HCM Number 10 Contributor to a Hist HPOZ Name:	FICANCE mument (HCM) BB HCM boric PReservation 1929 Late Gothic Rev 98ent owner(s	Name Ban Name Ban Ovuriay Zone († His Architect(s) nval and Art Deci	Housing + k of Hollywood / Ec HPOZJ tone Property Name <u>Aleck Curtett</u> o	e:	3	-
Are there any outstanding Angeles Department of B Community Investment D HISTORCIAL SIGNII X Histond-Cultural Ma HCM Number 101 Contributor to a Hist HPOZ Name: Dirgenal Construction Date Architectural Style am (We are) the pre- an historical propert	FICANCE inument (HCM) BB HCM loric PReservitor 1929 Late Golnic Rev Sent owner(s	Name Ban Overlay Zone (H His Architect(s) nval and Art Deco	Housing + k of Hollywood / Ec HPOZJ tone Property Name <u>Aleck Curtett</u> o	e 	3	-
Are there any outstanding Angeles Department of B Community Investment D HISTORCIAL SIGNII X Histone-Cultural Mo HCM Number 101 Contributor to a Hist HPOZ Name: Dirganal Construction Date Architectural Style am (We are) the press	FICANCE mument (HCM) BB HCM boric PReservation 1929 Late Gothic Rev 98ent owner(s	Name Ban Name Ban Ovuriay Zone († His Architect(s) nval and Art Deci of the prope	Housing + k of Hollywood / Ec POZJ tonc Property Name Aleck Curtett p erty described a	e 	3	ply for

## MILLS ACT HISTORICAL PROPERTY CONTRACT APPLICATION "ATTACHMENT E"

Name: <u>DOACHIM ZV66</u>

Write first and last name

## Address(es) of other property in the City of Los Angeles:

1155 N. LA CIENEGA BLUD

APT 504

WEST HOLLYWOOD

CA 90069

## CITY OF LOS ANGELES HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Owner(s) of Property: Eric Webb Owner(s) Mailing Address 6253 H	iollowood Blvd 203	8		
Home Telephone 323 - 65	14-2144		623736	
Mobile Telephone 310 - 43	5-2147	Alternate Telephone		
Owner(s) Email: ewebb@elwlaw.c		Alternate Email elve	.bbgeln	lan.co.
PROPERTY INFORMATION Legal Description: Tract: TR 060544	-CBlo	ck: <u>None</u> Lot:_L	<u>T1</u> ARB:	None
Assessor Identification Number (Al	N): <u>5546-030-40</u>	Coun	cil District No.:	13
Property Purchase Date:	N	lost Recent Assessed Val	ue 194544	
Owner Occupied: XYes O No	Use: 🔿 Single-Fa		mily / Commercial	/ Industrial
Addresses for all other property owned seperate sheet of paper, Labeled "Atta			Yes	O NA
Taxes on all property owned within the	City of Los Angeles a	re PAID to date?	-Orres (	
			$\sim$ $^{\circ}$	d
Are there any outstanding orders to con Angeles Department of Building and Sa Community Investment Department?		•	()Yes	X NO
Angeles Department of Building and Sa Community Investment Department? HISTORCIAL SIGNIFICANCE	afety or Los Angeles H	•	()Yes (	
Angeles Department of Building and Sa Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCM	afety or Los Angeles H	lousing +		ж No
Angeles Department of Building and Sa Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCM HCM Number: 1088 H	afety or Los Angeles H 1) ICM Name: Bank	of Hollywood / Equitible Bu		————— ————
Angeles Department of Building and Sa Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCM	afety or Los Angeles H 1) ICM Name: Bank	of Hollywood / Equitible Bu		× Νο
Angeles Department of Building and Sa Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCM HCM Number: 1088 H	afety or Los Angeles H 1) ICM Name: Bank viton Overlay Zone (Hi	of Hollywood / Equitible Bu		× Νο
Angeles Department of Building and Sa Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCM HCM Number: 1088 H Contributor to a Historic PReserav HPOZ Name:	afety or Los Angeles H 1) ICM Name: Bank viton Overlay Zone (Hi	of Hollywood / Equitible Bu 20Z)		× Νο
Angeles Department of Building and Sa Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCM HCM Number: 1088 H Contributor to a Historic PReserav HPOZ Name: Original Construction Date: 192	afety or Los Angeles H 1) ICM Name: Bank viton Overlay Zone (Hi	of Hollywood / Equitible Bu POZ) pric Property Name:		× Νο
Angeles Department of Building and Sa Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCM HCM Number: 1088 H Contributor to a Historic PReserav HPOZ Name: Original Construction Date: 192 Architectural Style: Late Gothic I am (We are) the present owne	afety or Los Angeles H 1) ICM Name: Bank viton Overlay Zone (Hi Liston 29 Architect(s): Revival and Art Deco er(s) of the proper	of Hollywood / Equitible Bu POZ) pric Property Name:  Aleck Curlett	ilding	· · · ·
Angeles Department of Building and Sa Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCM HCM Number: 1088 H Contributor to a Historic PReserav HPOZ Name: Original Construction Date: 192 Architectural Style: Late Gothic I am (We are) the present owne	afety or Los Angeles H 1) ICM Name: Bank viton Overlay Zone (Hi Liston 29 Architect(s): Revival and Art Deco er(s) of the proper	of Hollywood / Equitible Bu POZ) pric Property Name:  Aleck Curlett	ilding	· · · ·
Angeles Department of Building and Sa Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCM HCM Number: 1088 H Contributor to a Historic PReseray HPOZ Name: Original Construction Date: 192 Architectural Style: Late Gothic I am (We are) the present owner an historical property contract.	afety or Los Angeles H (ا) ICM Name: Bank viton Overlay Zone (Hi Histor 29 Architect(s): Revival and Art Deco er(s) of the proper	of Hollywood / Equitible Bu POZ) pric Property Name:  Aleck Curlett	ilding	· · · ·
Angeles Department of Building and Sa Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCM HCM Number: 1088 H Contributor to a Historic PReseraw HPOZ Name: Original Construction Date: 192	afety or Los Angeles H (1) ICM Name: Bank viton Overlay Zone (Hi 4) 29 Architect(s): Revival and Art Deco er(s) of the proper 91416	of Hollywood / Equitible Bu POZ) pric Property Name: Aleck Curlett ty described above an	ilding	ly for

## MILLS ACT HISTORICAL PROPERTY CONTRACT APPLICATION "ATTACHMENT E"

Name: Enic Labb

Write first and last name

Address(es) of other property owned in the City of Los Angeles:

8171 Willow Glan Ad, LA 90046 8842 Hollyword Blud., LA 90069

## CITY OF LOS ANGELES HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Property Address 6251 Hollywood	Blvd 204			
Owner(s) of Property: Spaceship	LLC			
Owner(s) Malling Address 621 SV	/ Morrison Street	Suite 800		
Home Telephone		Work Telephone	50331745	552
Mobile Telephone		Alternate Teleph	one 971.40	019610
Owner(s) Email: benjamin.billu	yse billuperuu	Alternate Email	anh.nguy	en@billupsww.com
PROPERTY INFORMATION				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Legal Description: Tract: TR 060544:-	CBlo	ock: None	Lot: LT1	ARB: None
Assessor Identification Number (AIN	I): <u>5546-030-41</u>	511-11-511-1-1	Council Dis	strict No.: 13
Property Purchase Date:	I	Most Recent Asse	ssed Value 28	1766
Owner Occupied: XYes O No	Use: O Single-F			Commercial / Industrial
Addresses for all other property owned seperate sheet of paper, Labeled "Attac				Oyes @NA
Taxes on all property owned within the	City of Los Angeles	are PAID to date?		OYes O No
Are there any outstanding orders to con Angeles Department of Building and Sa Community Investment Department?		•		Oyes O'No
HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCM) HCM Number: 1088 H		k of Hollywood / Eq	uitible Building	
Contributor to a Historic PReserav	iton Overlay Zone (H	IPOZ)		
HPOZ Name:	His	toric Property Name	ə:	
Original Construction Date: 192	9 Architect(s)	Aleck Curlett		
Architectural Style: Late Gothic	Revival and Art Deco	)		
I am (We are) the present owner an historical property contract.		rty described a	bove and h	ereby apply for
	7/22/15			
Owner Signature	Date	Owner Signat	ure	Date
Benjamin Billups				
Print Name		Print Name		
	Exhibit "/	<b>A</b> "	Re	<b>d</b> sed January 2015

3

Property Address 6251 Hollywood		-			
Owner(s) of Property: Colin Miller	•				
Owner(s) Mailing Address 1200	venice bivu znu F	Work Telephone	323-863-74	470	
Home Telephone				470	
Mobile Telephone		Alternate Teleph			
Owner(s) Email:aengus.james@	itijat.com	Alternate Email	colin.mill	er@tijat.o	com
PROPERTY INFORMATION					
Legal Description: Tract: TR 060544	Ble Ble	ock: None	Lot: LT 1	ARE	B: None
Assessor Identification Number (A	IN): <u>5546-030-42</u>	2	Council Dis	strict No.:	13
Property Purchase Date: October,	2010	Most Recent Asse	ssed Value \$3	803,085	
Owner Occupied: XYes O No	Use: 🔿 Single-F	amily Dwelling	Multi-family /	Commerci	al / Industrial
Addresses for all other property owner seperate sheet of paper, Labeled "Atta		-		⊗Yes	() NA
		are PAID to date?		⊗Yes	O №
Taxes on all property owned within the	e City of Los Angeles				
Taxes on all property owned within the Are there any outstanding orders to co Angeles Department of Building and S Community Investment Department?	omply against the prop	perty from the Los		⊖Yes	⊗ No
Are there any outstanding orders to co Angeles Department of Building and S Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCI	omply against the prop Safety or Los Angeles M)	perty from the Los	uitible Building	⊖Yes	⊗ No
Are there any outstanding orders to co Angeles Department of Building and S Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCI HCM Number: 1088	omply against the prop Safety or Los Angeles M) HCM Name: Ban	berty from the Los Housing + hk of Hollywood / Eq	uitible Building	⊖ Yes	⊗ No
Are there any outstanding orders to co Angeles Department of Building and S Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCI HCM Number: 1088	omply against the prop Safety or Los Angeles M) HCM Name: aviton Overlay Zone (H	berty from the Los Housing + hk of Hollywood / Eq		⊖ Yes	⊗ No
Are there any outstanding orders to co Angeles Department of Building and S Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCI HCM Number: 1088	omply against the prop Safety or Los Angeles M) HCM Name: aviton Overlay Zone (H	berty from the Los Housing + hk of Hollywood / Eq		⊖ Yes	⊗ No
Are there any outstanding orders to co Angeles Department of Building and S Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCI HCM Number: 1088	omply against the prop Safety or Los Angeles M) HCM Name: aviton Overlay Zone (H	berty from the Los Housing + hk of Hollywood / Eq HPOZ) storic Property Name		⊖ Yes	⊗ No
Are there any outstanding orders to co Angeles Department of Building and S Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCI HCM Number: 1088 Contributor to a Historic PReserve HPOZ Name: Original Construction Date: 19	omply against the prop Safety or Los Angeles M) HCM Name: Ban aviton Overlay Zone (His	berty from the Los Housing + hk of Hollywood / Eq HPOZ) storic Property Name :Aleck Curlett		⊖ Yes	No     No
Are there any outstanding orders to co Angeles Department of Building and S Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCI HCM Number: 1088 Contributor to a Historic PResera HPOZ Name: Original Construction Date: 19 Architectural Style: Late Gothic I am (We are) the present own	M) HCM Name: Ban Aviton Overlay Zone (H Ban Ban Ban Ban Ban Ban Ban Ban Ban Ban	berty from the Los Housing + hk of Hollywood / Eq HPOZ) storic Property Name :Aleck Curlett o	e:		
Are there any outstanding orders to co Angeles Department of Building and S Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCI HCM Number: 1088 Contributor to a Historic PResera HPOZ Name: Original Construction Date: 19 Architectural Style: Late Gothic I am (We are) the present own	M) HCM Name: Ban aviton Overlay Zone (H 29 Architect(s) c Revival and Art Dec er(s) of the prope t.	berty from the Los Housing + hk of Hollywood / Eq HPOZ) storic Property Name :Aleck Curlett o	e:		
Are there any outstanding orders to configure and second angeles Department of Building and Second	M) HCM Name: Ban Aviton Overlay Zone (H Ban Ban Ban Ban Ban Ban Ban Ban Ban Ban	berty from the Los Housing + hk of Hollywood / Eq HPOZ) storic Property Name :Aleck Curlett o	e:		
Are there any outstanding orders to co Angeles Department of Building and S Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCI HCM Number: 1088 Contributor to a Historic PReserve HPOZ Name: Original Construction Date: 19	M) HCM Name: Ban aviton Overlay Zone (H 229 Architect(s) c Revival and Art Dec er(s) of the prope t. 06/29/2015	berty from the Los Housing + hk of Hollywood / Eq HPOZ) storic Property Name : Aleck Curlett o erty described a	e:		ply for 06/29/2015

Name: <u>Colin Miller and Aengus Oneil-Dunne</u> Write first and last name

Address(es) of other property owned in the City of Los Angeles:

1150 Wilcox Pl. Los Angeles, CA 90038 – Colin Miller

612 N. Mansfield Ave. Los Angeles, CA 90036 - Aengus Oneil-Dunne

430 N. Westlake Ave. Los Angeles, CA 90026 - Aengus Oneil-Dunne

2112-2116 E. 4th St. Los Angeles, CA 90033 - Aengus Oneil-Dunne & Colin Miller

	Blvd 301	
Owner(s) of Property: Shintaro Shi	mosawa	
Owner(s) Mailing Address 7701 Le	exington Avenue	
Home Telephone	Work Telephon	e 3109278633
Mobile Telephone	Alternate Telep	hone
Owner(s) Email: shin@shimosawa	.com Alternate Emai	I
PROPERTY INFORMATION		
Legal Description: Tract: TR 060544:-	C Block: None	Lot: LT1 ARB: None
Assessor Identification Number (AIN	):5546-030- 43	Council District No.: 13
Property Purchase Date: 8/2009	Most Recent Ass	essed Value 546000
Owner Occupied: 🛛 🗙 Yes 🔿 No		Multi-family / Commercial / Industrial
Addresses for all other property owned v seperate sheet of paper, Labeled "Attack		
Taxes on all property owned within the C	City of Los Angeles are PAID to date?	ØYes 🔿 No
Are there any outstanding orders to com Angeles Department of Building and Saf Community Investment Department?		🔾 Yes 🚫 No
X Historic-Cultural Monument (HCM)	CM Name: Bank of Hollywood / E	quitible Building
Historic-Cultural Monument (HCM)	CM Name: Bank of Hollywood / E	quitible Building
X       Historic-Cultural Monument (HCM)         HCM Number:       1088	CM Name: Bank of Hollywood / E	
Historic-Cultural Monument (HCM)     HCM Number: 1088 HC     Contributor to a Historic PReseravi     HPOZ Name:	CM Name: Bank of Hollywood / E ton Overlay Zone (HPOZ) Historic Property Nan	ne:
HCM Number: 1088 HC Contributor to a Historic PReseravi HPOZ Name: Original Construction Date: 1929	CM Name: Bank of Hollywood / E ton Overlay Zone (HPOZ) Historic Property Nan	ne:
X Historic-Cultural Monument (HCM) HCM Number: 1088 HC Contributor to a Historic PReseravion HPOZ Name: Original Construction Date: 1929 Architectural Style: Late Gothic Formation Present owner	CM Name: Bank of Hollywood / E ton Overlay Zone (HPOZ) Historic Property Nan Architect(s): Aleck Curlet Revival and Art Deco	ne:
X       Historic-Cultural Monument (HCM)         HCM Number:       1088       HC         Image: Contributor to a Historic PReseravion       HPOZ Name:       HPOZ Name:         Driginal Construction Date:       1929         Architectural Style:       Late Gothic F         am (We are) the present owner         an historical property contract.	CM Name: Bank of Hollywood / E ton Overlay Zone (HPOZ) Historic Property Nan Architect(s): Aleck Curlet Revival and Art Deco	above and hereby apply for
X       Historic-Cultural Monument (HCM)         HCM Number:       1088       HC         I       Contributor to a Historic PReseravit       HPOZ Name:         Original Construction Date:       1929	CM Name: Bank of Hollywood / E ton Overlay Zone (HPOZ) Historic Property Nan Architect(s): Aleck Curlet Revival and Art Deco (s) of the property described	above and hereby apply for

Property Address 6253 Hollywood Blvd 302		
Owner(s) of Property: Dominick Tousignant c/o Bo		
Owner(s) Mailing Address 746 Davie Street , ${ m Var}$	ncovver, BC VGZ IB6	
Home Telephone	Work Telephone 310890	0782
Mobile Telephone	Alternate Telephone 778-	885-0343
Owner(s) Email:dominick@bodyenergyclub.com	Alternate Email	
PROPERTY INFORMATION Legal Description: Tract: TR 060544:-C B	lock: None Lot: LT 1	ARB: None
Assessor Identification Number (AIN): 5546-030-4		District No.: 13
Property Purchase Date: 03/15/2013		*****************
	Most Recent Assessed Value 4	100020 / / Commercial / Industrial
Addresses for all other property owned within the City ofLo seperate sheet of paper, Labeled "Attachment E", and sub-	s Angeles are noted on a	OYes O'NA
Taxes on all property owned within the City of Los Angeles	are PAID to date?	
Are there any outstanding orders to comply against the pro Angeles Department of Building and Safety or Los Angeles Community Investment Department?		OYes O'No
HISTORCIAL SIGNIFICANCE	аулын на талан талан талар	<b></b>
	nk of Hollywood / Equitible Buildin	g
Contributor to a Historic PReseraviton Overlay Zone (	HPOZ)	
HPOZ Name: Hi	storic Property Name:	
Original Construction Date: 1929 Architect(s	): Aleck Curlett	
Architectural Style: Late Gothic Revival and Art Dec		•
I am (We are) the present owner(s) of the prop an historical property contract.	-	hereby apply for
mtwsimt 07/08/201	/5	
Owner Signature Date	Owner Signature	Date
DOMINICK TOUSIENANT		
Print Name	Print Name	

Exhibit "A"

#### CITY OF LOS ANGELES

### HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION	
PROPERTY ADDRESS: 6253 Hollywood BIND. # 303	
OWNER(S) OF PROPERTY: ERIC WEBB and ELEGNOR Ord	
OWNER(S) MAILING ADDRESS: 8171 Willow Glen Rd Los Angeles, CA 9	
HOME TELEPHONE: 323 - 654 - 2144 WORK TELEPHONE: 323 - 462 -	3736
MOBILE TELEPHONE: $310 - 435 - 4069$ Alternate Telephone: $370 - 435 - $	2147
OWNER(S) EMAIL: ewebb@elwlaw.com AlterNate EMAIL: eord@wblav	U. US
PROPERTY INFORMATION	an gan ang gang mili kalaka kan milan ang kang kang kang kang kang kang kan
Legal Description: TRACT: TR 060544 - C BLOCK: None LOT: LT 1 ARB:	NONE
Assessor Identification Number (AIN): 5546 - 030 - 45 COUNCIL DISTRICT	
PROPERTY PURCHASE DATE: 3/4/16 MOST RECENT ASSESSED VALUE: # 381,63	1.00
OWNER OCCUPIED: O YES XNO USE: O SINGLE-FAMILY DWELLING XMULTI-FAMILY/ COMMER	RCIAL/ 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? Net to our knowledge.	C YES 🕱 NO
HISTORICAL SIGNIFICANCE	ener langen for en landeren allegander warenen in enternen eine enternen allenen in eine all
PAHistoric-Cultural Monument (HCM) $HCM NUMBER: 1088 HCM NAME: BANK OF Holly Wood / Equal D CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)$	utable Building
HPOZ NAME: HISTORIC PROPERTY NAME:	
ORIGINAL CONSTRUCTION DATE:AP29 ARCHITECT(S): Aleck Curl	<u>eTT</u>
ARCHITECTURAL STYLE: Late gothic revival and Art I	) e co
I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HI PROPERTY CONTRACT. 7/18/16 Ulandon Gal	ISTORICAL <u>₹₹7/1</u> 0/16
OWNER SIGNATURE DATE OWNER SIGNATURE Eric L. Webb Eleanor M. Ord	DATE
PRINT NAME PRINT NAME	
EXHIBIT "A"	evised January 2015

Name: Eric L. Webb and Eleanor M. Ord

Write first and last name

# Address(es) of other property in the City of Los Angeles:

8171 Willow glen Rd., Los Angeles, CA 90046

8842 Hollywood Blvd, Los Angeles, CA 90069

6253 Hollywood Blvd., Los Angeles, CA 90028 Suite 203

Owner(s) Mailing Address 137			818-981-3505
Home Telephone	Work Telepł		010-101-3505
Mobile Telephone	Alternate Te	lephone	
Owner(s) Email: Spkonline@LI	Alternate Er BM_BIZ	nail	
PROPERTY INFORMATION		······	
egal Description: Tract: TR 060	544:-C Block: None	Lot: LT 1	ARB: None
Assessor Identification Number	(AIN): <u>5546-030-46</u>	Council Di	strict No.: 13
Property Purchase Date:	Most Recent A	Assessed Value 58	39000
owner Occupied: 🗙 Yes 🔿 N	to Use: O Single-Family Dwelling	Multi-family	/ Commercial / Industrial
	ned within the City ofLos Angeles are n Attachment E", and submitted with this a	oted on a	🔿 Yes 🚫 NA
axes on all property owned within	the City of Los Angeles are PAID to da	te?	⊗Yes ∩No
	comply against the property from the L d Safety or Los Angeles Housing +	.05	🔿 Yes 🕱 No
ngeles Department of Building and ommunity Investment Department ISTORCIAL SIGNIFICANCE	d Safety or Los Angeles Housing + !? E	.05	()Yes ( <b>X</b> ) No
ngeles Department of Building and ommunity Investment Department	d Safety or Los Angeles Housing + !? E		
ngeles Department of Building and ommunity Investment Department ISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (H HCM Number: 1088	d Safety or Los Angeles Housing + !? E fCM)		
ngeles Department of Building and ommunity Investment Department ISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (H HCM Number: 1088	d Safety or Los Angeles Housing + ? E ICM) HCM Name: Bank of Hollywood	/ Equitible Building	
ISTORCIAL SIGNIFICANCE Historic-Cultural Monument (H HCM Number: 1088 Contributor to a Historic PRese HPOZ Name:	d Safety or Los Angeles Housing + ? E HCM) HCM Name: Bank of Hollywood eraviton Overlay Zone (HPOZ)	/ Equitible Building Name:	
IISTORCIAL SIGNIFICANCE IISTORCIAL SIGNIFICANCE IISTORCIAL SIGNIFICANCE IIISTORCIAL SIGNIFICANCE IIIISTORCIAL SIGNIFICANCE IIIISTORCIAL SIGNIFICANCE IIIISTORCIAL SIGNIFICANCE IIIISTORCIAL SIGNIFICANCE IIIISTORCIAL SIGNIFICANCE IIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIII	d Safety or Los Angeles Housing + ? E HCM) HCM Name: Bank of Hollywood eraviton Overlay Zone (HPOZ) Historic Property I	/ Equitible Building Name:	
IISTORCIAL SIGNIFICANCE MISTORCIAL SIGNIFICANCE Historic-Cultural Monument (H HCM Number: 1088 Contributor to a Historic PRese HPOZ Name: riginal Construction Date: rchitectural Style: Late Go am (We are) the present ov	d Safety or Los Angeles Housing + 1? E 1CM) HCM Name: Bank of Hollywood eraviton Overlay Zone (HPOZ) Historic Property I 1929 Architect(s): Aleck Cu thic Revival and Art Deco vner(s) of the property describe	/ Equitible Building Name:	
Angeles Department of Building and Community Investment Department IISTORCIAL SIGNIFICANCE IISTORCIAL	d Safety or Los Angeles Housing + 1? E 1CM) HCM Name: Bank of Hollywood eraviton Overlay Zone (HPOZ) Historic Property I 1929 Architect(s): Aleck Cu thic Revival and Art Deco vner(s) of the property describe act.	/ Equitible Building Name: Irlett ed above and h	
Angeles Department of Building and Community Investment Department IISTORCIAL SIGNIFICANCE INSTORCIAL	d Safety or Los Angeles Housing + E ICM) HCM Name: Bank of Hollywood eraviton Overlay Zone (HPOZ) Historic Property I 1929 Architect(s): Aleck Cu thic Revival and Art Deco vner(s) of the property describe act. 2 1/21/15	/ Equitible Building Name: Irlett ed above and h	hereby apply for

Property Address 6253 Hollywood	Blvd 305			
Owner(s) of Property:	Davood J. Agahi			
Owner(s) Mailing Address 119 M	osaic	<		ALL 77 Call
Home Telephone		Work Telephone		816375-214
Mobile Telephone		Alternate Telepho	กอ	
Owner(s) Email: djagahi@gmail.c	om	Alternate Email		
PROPERTY INFORMATION				
Legal Description: Tract: TR 060544	-C Bloc	ck: None	Lot: LT 1	ARB: None
Assessor Identification Number (Al	N):5546- 030- 47	·	Council Di	strict No.: 13
Property Purchase Date:	м	ost Recent Asses	sed Value 45	2871
Owner Occupied: 🛞 Yes 🔘 No	Use: 🔿 Single-Fa	mily Dwelling 📿	) Multi-family /	Commercial / Industrial
Addresses for all other property owned separate sheet of paper, Labeled "Atta				Oyes XNA
Taxes on all property owned within the	City of Los Angeles ar	e PAID to date?		Yes ONO
Are there any outstanding orders to con Angeles Department of Building and Sa Community Investment Department?		-		$OY_{\text{PS}} \bigotimes^{7} NA$ $\bigotimes^{7} Y_{\text{PS}} O No$ $OY_{\text{PS}} \bigotimes^{7} No$
HISTORCIAL SIGNIFICANCE				
		of Hollywood / Equ	tible Building	
Contributor to a Historic PReserav	riton Overlay Zone (HF	20Z)		
HPOZ Name:	Histo	ric Property Name:		
Driginal Construction Date: 192	29 Architect(s):	Aleck Curlett		
Architectural Style: Late Gothic	Revival and Art Deco			
am (We are) the present owne on historical property contract.		ty described at	ove and h	ereby apply for
owner Signature		Owner Signatu	re	Date
Print Name		Print Name		the second s
	Exhibit "A'	•	Re	vised January 2015

HISTORICAL PROPERTY CONTRACT APPLICATION FORM	HISTORICAL	PROPERTY	CONTRACT	<b>APPLICATION FORM</b>
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OWNER INFORMATION		
PROPERTY ADDRESS: 4253 Hou	LYNUCO BLUD. #306	
Owner(s) of Property: <u>Carolyn</u>	Rodio	
Owner(s) Mailing Address: 7 Vainw	right Road, Winchester,	MA 01890
Home Telephone:	WORK TELEPHONE:	
MOBILE TELEPHONE: 1-617-512-631	Z Alternate Telephone:	
OWNER(S) EMAIL: (Jra) TOQCOMEAS fin	eF Alternate Email:	
PROPERTY INFORMATION	nither and the sector and the statement of a sector sector and the sector and the sector and the sector and the	enen (diesel were destation of the data werd in each owned in each or had the house of the data of the data of
Legal Description: TRACT: TR 060544	- C BLOCK: WONG LOT: LT 1 A	RB: NONE
	COUNCIL DIS	
	_ MOST RECENT ASSESSED VALUE:	
	: @Single-Family Dwelling C Multi-Family/Cor	
Addresses for all other property owned with	hin the City of Los Angeles are noted on a	O YES 🔞 NA
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 COMP		C YES 🛷 NO
FROM THE LOS ANGELES DEPARTMENT OF BUILDI ANGELES HOUSING + COMMUNITY INVESTMENT [		- Lan - Lan
HISTORICAL SIGNIFICANCE	n nega kanan danan adam sakata sang menangkan kanan sakat sang menangkan dan dan dan sakat menangkan sakat mena	ფლებითე კათიკე ტორძი იონემფიტი იო იქმო ონც ო იღემოო საკი ფირერო საათ მიტოცნით ერებიო (ია
PHISTORIC-CULTURAL MONUMENT (HCM)		
	Bank of Hollywood / Equitable	Building
Contributor to a Historic Preservation	<b>1</b>	
	HISTORIC PROPERTY NAME:	
	Architect(s): Aleck Curk	
Architectural Style: Late Gothic	and ART Deco	
	OPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR A	AN HISTORICAL
PROPERTY CONTRACT.	1771 C 24	
······································	07/28/16	
	DATE OWNER SIGNATURE	DATE
Carolyn Rodio		
Print Name		
	EXHIBIT "A"	REVISED JANUARY 2015

OWNER INFORMATION
PROPERTY ADDRESS: 6253 Holly Lucion Blud # 307,
OWNER(S) OF PROPERTY: NCK JUNIZCH
OWNER(S) MAILING ADDRESS: (See above) LOS Angeles, CA 90028
Home Telephone: Work Telephone:
MOBILE TELEPHONE: GG1) 993-7413 ALTERNATE TELEPHONE:
Owner(s) Email: Alternate Email:
PROPERTY INFORMATION
Legal Description: TRACT: TR - 060544-C BLOCK: NONE LOT: LTI ARB: NONE
Assessor Identification Number (AIN): 5546-030 - 51 COUNCIL DISTRICT NO.:
PROPERTY PURCHASE DATE: $D6/2014$ Most Recent Assessed Value: $$668000$
OWNER OCCUPIED: YES ONO USE: OSINGLE-FAMILY DWELLING OMULTI-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?
Taxes on all property owned within the City of Los Angeles are PAID to date?
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?
HISTORIC-CULTURAL MONUMENT (HCM)
HCM NUMBER: 1088 HCM NAME: BANK OF HOLYWOOD - Equityble Building
Contributor to a Historic Preservation Overlay Zone (HPOZ)
HPOZ NAME: HISTORIC PROPERTY NAME:
ORIGINAL CONSTRUCTION DATE: 1929 ARCHITECT(S): MECK CURICTT ARCHITECTURAL STYLE: LATE G-STAIC RIVER O ART DECO
ARCHITECTURAL STYLE: LATE G-STLiC RIVER O ART DECO
I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT MUMAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA
OWNER SIGNATURE DATE OWNER SIGNATURE DATE
PRINT NAME PRINT NAME
EXHIBIT "A" Revised January 2015

Name: Nicholas Jahrzeh

Write first and last name

Address(es) of other property in the City of Los Angeles:

6253 Hollywood Blud

Unit #307 Los Angeles, CA G0028

#### CITY OF LOS ANGELES

# HISTORICAL PROPERTY CONTRACT APPLICATION FORM

SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION?         . TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE?         . TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE?         . TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE?         . TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE?         . TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ANGELES HOUSING ORDERS TO COMPLY AGAINST THE PROPERTY         . FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS         ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT?         . HISTORICAL SIGNIFICANCE         . PHISTORIC-CULTURAL MONUMENT (HCM)         . HCM NUMBER: <u>I O &amp; B</u> HCM NAME: Bank of Holly wood / Equitible Building         . CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)         . HPOZ NAME:         . ORIGINAL CONSTRUCTION DATE:         . MARE:         . ORIGINAL CONSTRUCTION DATE:         . MARE         . ARCHITECT(S):         . ARCHITECTURAL STYLE:         . ARCHITECT(S):         . ARCHITECTURAL STYLE:         . ARCHITECTURAL STYLE:         . ARCHITECTURAL STYLE:         . ARCHITECTURAL STYLE:         . ARCHITECTURAL STRUCTION DATE:         . PROPERTY CONTRACT         . MARE	OWNER INFORMATION	0	
OWNER(S) MAILING ADDRESS:       P. O. BOX 36633       CA CA 90036         HOME TELEPHONE:       WORK TELEPHONE:	PROPERTY ADDRESS: 6253 Holly wood	Blud # 308	
HOME TELEPHONE:       WORK TELEPHONE:         MOBILE TELEPHONE:       ALTERNATE TELEPHONE:         MOBILE TELEPHONE:       ALTERNATE TELEPHONE:         OWNER(S) EMAIL: <u>KEENDDADL CON</u> PROPERTY INFORMATION       ALTERNATE EMAIL:         Legal Description: TRACT: <u>T</u> DUNER(S) EMAIL: <u>KEENDDADL CON</u> Assessor Identification Number (AIN): <u>5546</u> PROPERTY INFORMATION	OWNER(S) OF PROPERTY: PKEB LEC 1	RDEB LLC	
MOBILE TELEPHONE:       213 393 2527       .ALTERNATE TELEPHONE:         OWNER(S) EMAIL: <u>PROPERTY INFORMATION</u>	Owner(s) Mailing Address: P.O. Box 36633	CACA 90036	
PROPERTY INFORMATION         Legal Description: TRACT: T.E. 060544 - C. BLOCK: NON 2. LOT. LT 1 ARB: NONE         Assessor Identification Number (AIN): 5546 - 030 - 50       COUNCIL DISTRICT NO.: ].3         PROPERTY PURCHASE DATE: 3/1/1/L       MOST RECENT ASSESSED VALUE: [1.100.000         *OWNER OCCUPIED: [XYES ONO USE: C. SINGLE-FAMILY DWELLING OMULTI-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?         TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A         SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION?         TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PADD TO DATE?         QYES ON A         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?         HISTORICAL SIGNIFICANCE         CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)         HOZ NAME:       1088 HCM NAME: Bank of Holly wool / Equitible Building AND SAFETY OR LOS         ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT?         HISTORICAL SIGNIFICANCE         CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)         HOZ NAME:       1088 HCM NAME: Bank of Holl	Home Telephone:	WORK TELEPHONE:	
PROPERTY INFORMATION         Legal Description: TRACT: T.E. 060544 - C. BLOCK: NON 2. LOT. LT 1 ARB: NONE         Assessor Identification Number (AIN): 5546 - 030 - 50       COUNCIL DISTRICT NO.: ].3         PROPERTY PURCHASE DATE: 3/1/1/L       MOST RECENT ASSESSED VALUE: [1.100.000         *OWNER OCCUPIED: [XYES ONO USE: C. SINGLE-FAMILY DWELLING OMULTI-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?         TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A         SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION?         TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PADD TO DATE?         QYES ON A         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?         HISTORICAL SIGNIFICANCE         CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)         HOZ NAME:       1088 HCM NAME: Bank of Holly wool / Equitible Building AND SAFETY OR LOS         ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT?         HISTORICAL SIGNIFICANCE         CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)         HOZ NAME:       1088 HCM NAME: Bank of Holl	MOBILE TELEPHONE: 213 393 2527	ALTERNATE TELEPHONE:	······································
Legal Description: TRACT: TR       D60544 - C       BLOCK: MONELLOT: LT / ARB: NONE         Assessor Identification Number (AIN): 5546 - 030 - 50       COUNCIL DISTRICT NO.: ].3         PROPERTY PURCHASE DATE: 3// ////       "MOST RECENT ASSESSED VALUE: 1.100.000         *OWNER OCCUPIED: & YES       NO       USE: C. SINGLEFAMILY DWELLING       MULTI-FAMILY/COMMERCIAL/ INDUSTRIAL         ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A       EYES       C. NA         SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION?       EYES       C. NA         TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE?       EYES       C. NA         SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION?       TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE?       EYES       C. NA         ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY       FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS       C. YES       R. NC         ARGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT?       HISTORIC-CULTURAL MONUMENT (HCM)       C. YES       M. NC         HISTORIC-CULTURAL MONUMENT (HCM)       HCM NUMBER: 1088 HCM NAME: Bank of Holly Wooll / Equilible Building       M. YES       M. NC         HISTORIC-CULTURAL MONUMENT (NECTION OVERLAY ZONE (HPOZ)       HISTORIC-CULTURAL MONUMENT (NECTION OVERLAY ZONE (HPOZ)       HIS	OWNER(S) EMAIL: PKEBDD40L CON	ALTERNATE EMAIL:	
Assessor Identification Number (AIN): <u>5546</u> . <u>030</u> <u>50</u> COUNCIL DISTRICT NO.: <u>13</u> PROPERTY PURCHASE DATE: <u>3/1/1///</u> MOST RECENT ASSESSED VALUE: <u>1.100.000</u> *OWNER OCCUPIED: <u>1376000000000000000000000000000000000000</u>	PROPERTY INFORMATION	nin nya minina amin'nya mangkamangana ana ana amin'nya mandra amin'nya mandra amin'nya mandra mandra mandra man	aff næverfigtetenen filme af Fraket 4 er bilhrunnen af wenn jild er selft forseren biller overel af en 20 mer
PROPERTY PURCHASE DATE: 3/1/10       "MOST RECENT ASSESSED VALUE: 1.100.000         *OWNER OCCUPIED: 1/2 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       EYES       NA         SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION?       INA         .TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE?       EYES       NA         .TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE?       EYES       NA         .TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE?       EYES       NA         .TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE?       EYES       NA         .TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE?       EYES       NA         .TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE?       EYES       NA         .TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE?       EYES       NA         .TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT?       INSTANCE       EXEMPTION ON LOS	Legal Description: TRACT: TR 060544 - C	BLOCK: NONE LOT: LT	1 ARB: NONE
*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       EVES       NA         SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION?       EVES       NA         .TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE?       EVES       NA         .TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE?       EVES       NA         .TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE?       EVES       NA         .TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE?       EVES       NA         .TAXES ON THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS       ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT?       CVES       ENCO	Assessor Identification Number (AIN): <u>5546</u> - <u>c</u>	2 <u>30 - 50</u> Cour	NCIL DISTRICT NO.: 13
*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       EVES       NA         SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION?       EVES       NA         .TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE?       EVES       NA         .TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE?       EVES       NA         .TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE?       EVES       NA         .TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE?       EVES       NA         .TAXES ON THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS       ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT?       CVES       ENCO	PROPERTY PURCHASE DATE: 3/1/1/1/	RECENT ASSESSED VALUE: 1.10	00.000
SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? 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? HISTORICAL SIGNIFICANCE			
ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY       OYES & NO         FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS       ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT?         HISTORIC-CULTURAL MONUMENT (HCM)         HCM NUMBER: 1088 HCM NAME: Bank of Holly wool / Equilible Building         CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)         HPOZ NAME:			SK YES CONA
FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS       OYES & NO         ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT?       HISTORICAL SIGNIFICANCE         Image:	Taxes on all property owned within the City of Los An	geles are PAID to date?	QUES C NO
Image: Print Name       Print Name         Image: Print Name       Print Name         Image: Print Name       Print Name	FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND S	AFETY OR LOS	CYES 🕅 NO
HCM NUMBER: 1088 HCM NAME: Bank of Holly wood/Equil. be Build         CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)         HPOZ NAME:	HISTORICAL SIGNIFICANCE	a gélangene la politika da ochor da ngolo gang politika (chilà ngo alantica) la bon da bora da bora da bon ou sab	yan barakan mendul mela seban da melalam kemangkan pengan semiga panamak dan semi dan keman seban seban keman s
HCM NUMBER: 1088 HCM NAME: Bank of Holly wood/Equil. be Build         CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)         HPOZ NAME:	HISTORIC-CULTURAL MONUMENT (HCM)		
I CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)         HPOZ NAME:         ORIGINAL CONSTRUCTION DATE:       1929         ARCHITECTURAL STYLE:       Late Gothic Tavival and Art Deco         I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL         PROPERTY CONTRACT         OWNER SIGNATURE       DATE         MULD POSSI C/O RDEBULC (1996)         PRINT NAME	HCM NUMBER: 1088 HCM NAME: Bank	of Holly wood / 5.	quit. ble Build.
ORIGINAL CONSTRUCTION DATE: <u>1929</u> ARCHITECTURAL STYLE: Late Gothie Devival and Art Deco I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT MOVER SIGNATURE MADLE FOSSI C/O RDEDLUC OWNER PRINT NAME PRINT NAME ARCHITECT(S): <u>Aleck Curlett</u> Art Deco Art Dec	Contributor to a Historic Preservation Overlay 2	CONE (HPOZ)	0
ARCHITECTURAL STYLE: Late Gothic Davival and Art Deco I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT OWNER SIGNATURE PAOLO FOISI GO RDEBLUG OWNER PRINT NAME PRINT NAME PRINT NAME	НРОΖ NAME:	HISTORIC PROPERTY NAME:	
ARCHITECTURAL STYLE: Late Gothic Davival and Art Deco I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT OWNER SIGNATURE PAOLO FOISI GO RDEBLUG OWNER PRINT NAME PRINT NAME PRINT NAME	ORIGINAL CONSTRUCTION DATE: 1929 A	RCHITECT(S): Aleck Cu	v lett
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         OWNER SIGNATURE         DATE         OWNER SIGNATURE         DATE         PRINT NAME	ARCHITECTURAL STYLE: Late Gothic Reviva	I and Art De	20
PROPERTY CONTRACT       Question			
OWNER SIGNATURE     DATE     OWNER SIGNATURE     DATE       PAOLO POSSI C/O RDEB LLC (100%)     PRINT NAME     PRINT NAME		ESCRIBED ABOVE AND HEREBY APPI	Y FOR AN HISTORICAL
PRINT NAME PRINT NAME	PROPERTY CONTRACT		
PRINT NAME PRINT NAME	116/6		
	MADLO POSSI C/O RDEPILLS OWNER	UWNER SIGNATURE	DATE
EXHIBIT "A" Revised January 201	PRINT NAME	Print Name	
	EXH	IBIT "A"	<b>REVISED JANUARY 2015</b>

Name: 14060 Rossi

Write first and last name

Address(es) of other property in the City of Los Angeles:

3933 PROSPECT AVE (A.C. 90036

6253 Hollywood BL # 1101 1 4 Ca SOO28

Property Address 6253 Hollywood Blvd 309			
Owner(s) of Property: Omid Javaherian			
Owner(s) Mailing Address 18301 Ranchest			
Home Telephone	Work Telephone	81835511	44
Mobile Telephone	Alternate Teleph	one	
Owner(s) Email: omj28@aol.com	Alternate Email	schezaad	d@me.com
PROPERTY INFORMATION Legal Description: Tract TR 060544C	Block: None	Lot: LT 1	ARB: None
Assessor Identification Number (AIN):546-02	30- 51	Council Dis	strict No.: 13
Property Purchase Date:	Most Recent Asse	ssed Value 38	0000
Owner Occupied 🛛 🛞 Yes 🔿 No 👘 Use 🔿 S	ingle-Family Dwelling (	Multi-family /	Commercial / Industrial
Addresses for all other property owned within the City seperate sheet of paper. Labeled "Attachment E", and	0		
Taxes on all property owned within the City of Los An	geles are PAID to date?		ØYes ○ No
Are there any outstanding orders to comply against th Angeles Department of Building and Safety or Los Ar Community Investment Department?			🔾 Yes 🗭 No
HISTORCIAL SIGNIFICANCE			
x Historic-Cultural Monument (HCM)			
HCM Number: 1088 HCM Name	Bank of Hollywood / Ec	uitible Building	
Contributor to a Historic PReseraviton Overlay 2	Cone (HPOZ)		
HPOZ Name	Historic Property Nam	e	
Driginal Construction Date Archi	tect(s): Aleck Curlett		
Architectural Style Late Gothic Revival and A	rt Deco		
am (We are) the present owner(s) of the property contract.		above and h	ereby apply for
Owner Signature Date	Owner Signat	ure	Date
Com Igiaherian			
Print Name	Print Name		

Exhibit "A"

Revised January 2015

Name <u>ADI Jandie (1)</u> Write first and last name

Address(es) of other property owned in the City of Los Angeles

-DBat Banche St. Tarzun (\* 413) 6

HISTORICAL	CITY OF LOS ANGELES PROPERTY CONTRACT APPLICATION FORM
Property Address 6251 & 6253 Ho	llywood Blvd 401
Owner(s) of Property: Robert Levo	on Been
Owner(s) Mailing Address 1880 C	entury Park E. Suite 1600, Los Angeles, CA 90068
Home Telephone	Work Telephone
Mobile Telephone	Alternate Telephone
Owner(s) Email:6Gallery@gmail.c	com Alternate Email
PROPERTY INFORMATION	
egal Description: Tract: TR 060544;-	C Block: None Lot: LT1 ARB: None
Assessor Identification Number (AIN	N): <u>5546-030-52</u> Council District No.: <u>13</u>
Property Purchase Date:	Most Recent Assessed Value 382505
Dwner Occupied: XYes O No	Use: O Single-Family Dwelling OMulti family / Commercial / Industrial
	within the City of Los Angeles are noted the city of Los Angeles are noted the submitted with this application?
axes on all property owned within the ( re there any outstanding orders to corr	
ngeles Department of Building and Sa	recy of Los Angeles Housing +
Community Investment Department?	
ISTORCIAL SIGNIFICANCE	- · · · · · · · · · · · · · · · · · · ·
	)
ISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCM)	) CM Name:Bank of Hollywood / Equitible Building
ISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCM)	CM Name: Bank of Hollywood / Equitible Building
ISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCM) HCM Number: 1088 H0	CM Name: Bank of Hollywood / Equitible Building
ISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCM) HCM Number: 1088 HC Contributor to a Historic PReseravi HPOZ Name:	CM Name: Bank of Hollywood / Equitible Building iton Overlay Zone (HPOZ) Historic Property Name:
IISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCM) HCM Number: 1088 HC Contributor to a Historic PReseravi HPOZ Name: riginal Construction Date: 192	CM Name: Bank of Hollywood / Equitible Building iton Overlay Zone (HPOZ) Historic Property Name:
HISTORCIAL SIGNIFICANCE Historic-Cultural Monument (HCM) HCM Number: 1088 Contributor to a Historic PReseravi HPOZ Name: riginal Construction Date: 192 rchitectural Style: Late Gothic F am (We are) the present owner	CM Name:       Bank of Hollywood / Equitible Building         iton Overlay Zone (HPOZ)
ISTORCIAL SIGNIFICANCE  IISTORCIAL SIGNIFICANCE  Historic-Cultural Monument (HCM) HCM Number: 1088 HC Contributor to a Historic PReseravi HPOZ Name: HPOZ Name: Iginal Construction Date: 192 Inchitectural Style: Late Gothic F In historical property contract.	CM Name:       Bank of Hollywood / Equitible Building         iton Overlay Zone (HPOZ)
HISTORCIAL SIGNIFICANCE Historic-Cultural Monument (HCM) HCM Number: 1088 HC Contributor to a Historic PReseravil HPOZ Name: riginal Construction Date: 192 rchitectural Style: Late Gothic F am (We are) the present owner n historical property contract. Wher Signature	CM Name:       Bank of Hollywood / Equitible Building         iton Overlay Zone (HPOZ)         Historic Property Name:         9       Architect(s):         Aleck Curlett         Revival and Art Deco
HCM Number: 1088 HC Contributor to a Historic PReseravion HPOZ Name: Triginal Construction Date: 192 Architectural Style: Late Gothic F	CM Name:       Bank of Hollywood / Equitible Building         iton Overlay Zone (HPOZ)
AISTORCIAL SIGNIFICANCE          ISTORCIAL SIGNIFICANCE         Image: Historic-Cultural Monument (HCM)         HCM Number: 1088         HCM Number: 192         HPOZ Name:         HPOZ Name:         HPOZ Name:         HPOZ Name:         HPOZ Name:         HPOZ Name:         HISTORCIAL Construction Date: 192         Architectural Style:         Late Gothic F         am (We are) the present owner         n historical property contract.         HOMMER Signature         Robert Been	CM Name:       Bank of Hollywood / Equitible Building         iton Overlay Zone (HPOZ)         Historic Property Name:         9       Architect(s):         Aleck Curlett         Revival and Art Deco         r(s) of the property described above and hereby apply for $\frac{6/29}{2015}$ Date       Owner Signature
AISTORCIAL SIGNIFICANCE          ISTORCIAL SIGNIFICANCE         Image: Historic-Cultural Monument (HCM)         HCM Number: 1088         HCM Number: 192         riginal Construction Date: 192         rchitectural Style: Late Gothic F         am (We are) the present owner         n historical property contract.         Moner Signature         Robert Been	CM Name:       Bank of Hollywood / Equitible Building         iton Overlay Zone (HPOZ)         Historic Property Name:         9       Architect(s):         Aleck Curlett         Revival and Art Deco         r(s) of the property described above and hereby apply for $\frac{6/29}{2015}$ Date       Owner Signature
IISTORCIAL SIGNIFICANCE         IISTORCIAL SIGNIFICANCE         IISTORCIAL SIGNIFICANCE         IIISTORCIAL SIGNIFICANCE         IIIISTORCIAL SIGNIFICANCE         IIIIISTORCE         HIStoric-Cultural Monument (HCM)         HCM Number:         1088         HCM Number:         HPOZ Name:         HPOZ Name:         III:         HPOZ Name:         III:         III:         HPOZ Name:         III:         III:         III:         III:         III:         III:         III: </td <td>CM Name:       Bank of Hollywood / Equitible Building         iton Overlay Zone (HPOZ)         Historic Property Name:         9       Architect(s):         Aleck Curlett         Revival and Art Deco         r(s) of the property described above and hereby apply for         <math>\frac{6/29}{2015}</math>         Date       Owner Signature</td>	CM Name:       Bank of Hollywood / Equitible Building         iton Overlay Zone (HPOZ)         Historic Property Name:         9       Architect(s):         Aleck Curlett         Revival and Art Deco         r(s) of the property described above and hereby apply for $\frac{6/29}{2015}$ Date       Owner Signature

Property Address 6251 & 6253	Hollywood Blvd 4	102			
Owner(s) of Property: Westley	Hargrave & Hann	a Lorch			
Owner(s) Mailing Address 625	3 Hollywood Blvd	402			
Home Telephone		Work Teleph	none 3107951	077	
Mobile Telephone		Alternate Te	lephone		
Owner(s) Email: hannahlorch@	)mac.com	Alternate Er	nail westleył	nargrave@	)mac.com
PROPERTY INFORMATION				4.5.5	N1
Legal Description: Tract: TR 060	544:-C	Block: None	Lot: <u>LT 1</u>	ARB	: None
Assessor Identification Number	(AIN):5546-030-	53	Council Di	istrict No.:_	13
Property Purchase Date: A	pril 2008	Most Recent A	Assessed Value 52	26000	
Owner Occupied: @Yes 🛞 N	· · · · · · · · ·	le-Family Dwelling	- ·	/ Commercia	al / Industrial
Addresses for all other property ow seperate sheet of paper, Labeled "	•	-		OYes	😡 NA
Taxes on all property owned within	the City of Los Ange	les are PAID to da	te?	🗷 Yes	O No
Are there any outstanding orders to Angeles Department of Building an Community Investment Departmen	d Safety or Los Ange		.os	OYes	⊗ No
X Historic-Cultural Monument (H	,				
HCM Number: 1088	HCM Name:	Bank of Hollywood	I / Equitible Building	]	-
Contributor to a Historic PRes	eraviton Overlay Zon	e (HPOZ)			
HPOZ Name:		Historic Property	Name:		
Original Construction Date:	1929 Archited	ct(s): Aleck Cu	urlett		
Architectural Style: Late Go	thic Revival and Art I	Deco			
I am (We are) the present ov an historical property contr	act.	h Mar	ed above and h	nereby ap	
Owner Signature	Sept 10 2				Sept 10 2015
Hannah Hargrave Ne: Lord	Date	Owner Sig			Date
			stley Hargrave		
Print Name		Print Nam			

an Hill				
ollywood Blvd 40	03			
	Work Telephone			
	Alternate Teleph	one		
ife@gmail.com	Alternate Email	Possum p	osshog@yah	oo.com
- <u>C</u> BI	ock: None	Lot: LT 1	ARB: Non	8
N): <u>5546-030-54</u>	<b>!</b>	Council Dist	rict No.: 13	
8	Most Recent Asse	ssed Value \$41	16,000	
within the City ofLos	Angeles are noted	on a		
City of Los Angeles	are PAID to date?		Yes O No	)
			🔾 Yes 🌘 No	)
iton Overlay Zone (F	HPOZ)		 -	
His	storic Property Name	9: 		
9 Architect(s)	Aleck Curlett			
Revival and Art Deco	0			
r(s) of the prope			reby apply fo	r /
6/25/15	Susan	hill	6	\$2015
<u>€/₹\$/(\$</u> Date	Owner Signati		6/a Dat	25/2015 B
	Owner Signat	ure	6/2 Dat	25/2015 •
	Owner Signat		6/2 Dat	<u>25/20</u> 15 e
	-C       BI         N):       5546-030-54         18       Use: O Single-f         within the City of Los       Single-f         within the City of Los       Angeles         chment E", and subr       City of Los Angeles         nply against the prop       fety or Los Angeles         of Los Angeles       Single-f         within the City of Los Angeles       Single-f         nply against the prop       fety or Los Angeles         O       CM Name:       Bar         iton Overlay Zone (His       His         g       Architect(s)         Revival and Art Dec       Single-f	Alternate Teleph ife@gmail.com Alternate Email -C Block: None N: 6546-030-54 8 Most Recent Asse Use. Single-Family Dwelling ( within the City ofLos Angeles are noted chment E", and submitted with this appli City of Los Angeles are PAID to date? nply against the property from the Los fety or Los Angeles Housing + CM Name: Bank of Hollywood / Eq iton Overlay Zone (HPOZ) Historic Property Name 9 Architect(s): Aleck Curlett Revival and Art Deco	Alternate Telephone         ife@gmail.com       Alternate Email       Possum p         -C       Block: None       Lot: LT 1         -C       Block: None       Lot: LT 1         -Alternate Email       Council Dist         -C       Block: None       Lot: LT 1	Alternate Telephone         ife@gmail.com       Alternate Email       Possum posshog@yahi        C       Block: None       Lot: LT 1       ARB: None        C       Block: None       Lot: LT 1       ARB: None

٠.

Property Address 6251 & 6253 Hollywood Blvd 5	501	
Owner(s) of Property: Frank Harper		
Owner(s) Mailing Address 6253 Hollywood Blvd	. #501	
Home Telephone	Work Telephone	
Mobile Telephone	Alternate Telephone	
Owner(s) Email: hillharperoffice@gmail.com	Alternate Email	
PROPERTY INFORMATION		······································
Legal Description: Tract: TR 060544:-C	Block: None Lot:	LT1 ARB: None
Assessor Identification Number (AIN): 5546-030-	<u>55</u> Ço	uncli District No.: <u>13</u>
Property Purchase Date:	Most Recent Assessed \	/alue 551000
		i-family / Commercial / Industrial
Addresses for all other property owned within the City of seperate sheet of paper, Labeled "Attachment E", and s	-	Yes 🔿 NA
Taxes on all property owned within the City of Los Angel	les are PAID to date?	🖤 Yes 🔿 No
Are there any outstanding orders to comply against the p Angeles Department of Building and Safety or Los Ange Community Investment Department?		🔾 Yes 🐠 No
HISTORCIAL SIGNIFICANCE          X       Historic-Cultural Monument (HCM)         HCM Number:       1088         HCM Number:       1088         Contributor to a Historic PReseraviton Overlay Zon	Bank of Hollywood / Equitible	Building
HPOZ Name:		
	Historic Property Name:	
Original Construction Date: 1929 Architec	ct(s): Aleck Curlett	
Architectural Style: Late Gothic Revival and Art I	Deco	
I am (We are) the present owner(s) of the pro an historical property contract.	operty described above	and hereby apply for
Owner Signature Date	Owner Signature	Date
Print Name	Print Name	
Exhibi	t "A"	Revised January 2015

Name: FRANK

Address(es) of other property owned in the City of Los Angeles:

4501-4503 1/2 Maplewoord Ani, Los Angeles, CA 90004 1645 No. VINE # 706: Los Anigeles CA 90028 1645 No. VINE # 705: Los Angeles CA 90028 2700 CARMAR Dr. : Los Angeles, CA 90046 239 S. VERHONT Are; Les Angeles, CA 90004

	CITY OF LC	S ANGELES		
HISTORICAL	PROPERTY	CONTRACT	APPLICATION	FORM

Property Address 6251 & 6253 Holly	wood Blvd 502			
Owner(s) of Property: Chris and Alan	Kantrowitz			
Owner(s) Mailing Address 11554 Ca	nton Drive			
Home Telephone	Work Telephon	e 81848127	724	
Mobile Telephone	Alternate Telep	hone		
Owner(s) Email:alogoinc@aol.com	Alternate Emai	1		
PROPERTY INFORMATION		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
Legal Description: Tract: <u>TR 060544:-C</u>	Block: None	Lot: LT1	ARB:	None
Assessor Identification Number (AIN):	5546-030- 56	Council Dis	strict No.:	13
Property Purchase Date: 6/11/201	Most Recent Ass	essed Value 44	0258	
Owner Occupied: XYes ONO U	se: O Single-Family Dwelling	Multi-family /	Commercia	/ Industrial
Addresses for all other property owned with seperate sheet of paper, Labeled "Attachm			ØYes	O NA
Taxes on all property owned within the City	of Los Angeles are PAID to date?		ØYes (	
Are there any outstanding orders to comply			OYes (	🔊 No
Are there any outstanding orders to comply Angeles Department of Building and Safety Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCM)	v or Los Angeles Housing +			
Are there any outstanding orders to comply Angeles Department of Building and Safety Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCM) HCM Number: 1088 HCM	v or Los Angeles Housing + Name: <u>Bank of Hollywood / E</u>			
Are there any outstanding orders to comply Angeles Department of Building and Safety Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCM) HCM Number: 1088 HCM	v or Los Angeles Housing + Name: <u>Bank of Hollywood / E</u> Overlay Zone (HPOZ)	quitible Building		
Are there any outstanding orders to comply Angeles Department of Building and Safety Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCM) HCM Number: 1088 HCM Contributor to a Historic PReseraviton HPOZ Name:	v or Los Angeles Housing + Name: <u>Bank of Hollywood / E</u> Overlay Zone (HPOZ) Historic Property Nar	Equitible Building		
Are there any outstanding orders to comply Angeles Department of Building and Safety Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCM) HCM Number: 1088 HCM	v or Los Angeles Housing + Name: <u>Bank of Hollywood / E</u> Overlay Zone (HPOZ)	Equitible Building		
Are there any outstanding orders to comply Angeles Department of Building and Safety Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCM) HCM Number: 1088 HCM Contributor to a Historic PReseraviton HPOZ Name:	v or Los Angeles Housing + Name: <u>Bank of Hollywood / E</u> Overlay Zone (HPOZ) Historic Property Nar	Equitible Building		
Are there any outstanding orders to comply Angeles Department of Building and Safety Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCM) HCM Number: 1088 HCM Contributor to a Historic PReseraviton HPOZ Name:	v or Los Angeles Housing + Name: <u>Bank of Hollywood / E</u> Overlay Zone (HPOZ) <u>Historic Property Nan</u> Architect(s): <u>Aleck Curlet</u> vival and Art Deco	Equitible Building ne:		
Are there any outstanding orders to comply Angeles Department of Building and Safety Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCM) HCM Number: 1088 HCM Contributor to a Historic PReseraviton HPOZ Name: Driginal Construction Date: 1929 Architectural Style: Late Gothic Rev am (We are) the present owner(s	v or Los Angeles Housing + Name: <u>Bank of Hollywood / E</u> Overlay Zone (HPOZ) <u>Historic Property Nan</u> Architect(s): <u>Aleck Curlet</u> vival and Art Deco	above and he		

Exhibit "A"

Revised January 2015

Name: Christer Kon Me

Address(es) of other property owned in the City of Los Angeles:

8331 Lookat mountain Auc Los Angeles Ca Gooto

Property Address 6251 & 6253 Hollywood Blvd 503
Owner(s) of Property: B Calhoun Ann Marie Simpson Samuel
Owner(s) Malling Address 101 West High Street
Home Telephone 540,406,1245 Work Telephone 540,406,1245
Mobile Telephone 540 406 1245 Alternate Telephone
Owner(s) Email: bccalhoun@hotmail.com Alternate Email rockbricgegvitaregmail.com
PROPERTY INFORMATION Legal Description: Tract: TR 060544:-C Block: None Lot: LT 1 ARB: None
Assessor Identification Number (AIN):5546-030- 57 Council District No.:13
Property Purchase Date: Most Recent Assessed Value 343686
Owner Occupied: XYes O No Use: O Single-Family Dwelling Multi-family / Commercial / Industrial
Addresses for all other property owned within the City of Los Angeles are noted on a seperate sheet of paper, Labeled "Attachment E", and submitted with this application?
Taxes on all property owned within the City of Los Angeles are PAID to date?
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?
HISTORCIAL SIGNIFICANCE           X         Historic-Cultural Monument (HCM)
HCM Number: 1088 HCM Name: Bank of Hollywood / Equitible Building
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 centract.         9/22/15         0wner Signature         Date         Owner Signature         Date         Owner Signature         Date         Owner Signature         Date         Owner Signature         Print Name

Exhibit "A"

Revised January 2015

٢

Name: Write first and last name

Address(es) of other property owned in the City of Los Angeles:

6253 Hollywood Blud Los Angeles, CA 90028

Home Telephone	entura Blvd, #582 Work Telept	none 31092718	19
Home Telephone	-		
Mobile Telephone		lephone $8/8-$	161-3400
Owner(s) Email: zmelocity@yahoo.c	com Alternate Er	nail	
PROPERTY INFORMATION	999 Marine Managara and a san an a		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Legal Description: Tract: TR 060544:-C	Block: None	Lot: LT1	ARB: None
Assessor Identification Number (AIN):	5546-030- 58	Council Dis	strict No.: <u>13</u>
Property Purchase Date:	Most Recent A	Assessed Value 51	9827
• •	Use: 🔘 Single-Family Dwelling		Commercial / Industr
Addresses for all other property owned wi seperate sheet of paper, Labeled "Attachr	• •		🔿 Yes   🗴 NA
Taxes on all property owned within the Cit	ty of Los Angeles are PAID to da	te?	ØYes 🔿 No
Community Investment Department?	ty or Los Angeles Housing +		
Community Investment Department?			
Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCM) HCM Number: 1088 HCM	A Name: Bank of Hollywood	/ Equitible Building	
Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCM) HCM Number: 1088 HCM Contributor to a Historic PReseravito	A Name: Bank of Hollywood	/ Equitible Building	
HCM Number: 1088 HCM	A Name: Bank of Hollywood	<u> </u>	
Community Investment Department? HISTORCIAL SIGNIFICANCE          X       Historic-Cultural Monument (HCM)         HCM Number:       1088       HCM         Image:       Contributor to a Historic PReseravito         HPOZ Name:       Image:	/ Name:Bank of Hollywood n Overlay Zone (HPOZ)	Name:	
Community Investment Department? HISTORCIAL SIGNIFICANCE          X       Historic-Cultural Monument (HCM)         HCM Number:       1088         HCM Number:       1929	A Name: Bank of Hollywood n Overlay Zone (HPOZ) Historic Property I	Name:	
Community Investment Department? HISTORCIAL SIGNIFICANCE          X       Historic-Cultural Monument (HCM)         HCM Number:       1088         HCM Number:       1929	A Name: Bank of Hollywood n Overlay Zone (HPOZ) Historic Property I Architect(s): Aleck Cu evival and Art Deco	Name:	ereby apply for
Community Investment Department? HISTORCIAL SIGNIFICANCE          X       Historic-Cultural Monument (HCM)         HCM Number:       1088         HCM Number:       1929         Architectural Style:       Late Gothic Represent owner(structural Style:	A Name: Bank of Hollywood n Overlay Zone (HPOZ) Historic Property I Architect(s): Aleck Cu evival and Art Deco	Name:	ereby apply for
Community Investment Department?  HISTORCIAL SIGNIFICANCE  Historic-Cultural Monument (HCM) HCM Number: 1088 HCM COntributor to a Historic PReseravito HPOZ Name:  Original Construction Date: 1929 Architectural Style: Late Gothic Re I am (We are) the present owner(s an historical property contract.  MMA Leitt	A Name: Bank of Hollywood n Overlay Zone (HPOZ) Historic Property I Architect(s): Aleck Cu evival and Art Deco s) of the property describe	Name: Irlett ed above and he	ereby apply for Date
Community Investment Department? HISTORCIAL SIGNIFICANCE          Image: Mistoric-Cultural Monument (HCM)         HCM Number:       1088         HCM Number:       1929         Architectural Style:       Late Gothic Re         I am (We are) the present owner(stan historical property contract.	A Name: Bank of Hollywood n Overlay Zone (HPOZ) Historic Property H Architect(s): Aleck Cu evival and Art Deco s) of the property describe 08JUL 20/5	Name: Irlett ed above and he	

Exhibit "A"

Revised January 2015

Property Address 6251 & 6253 Hollywo	ood Blvd 505	•	
Owner(s) of Property: Julie Ashton & G	Gregg Barson		
Owner(s) Mailing Address 6253 Hollyw	vood Blvd 505		
Home Telephone	Work Telephone		
Moblie Telephone	Alternate Teleph	one	
Owner(s) Email: julie@jacasting.com	Alternate Email	Gregg@mansfielda	venue.com
PROPERTY INFORMATION	· · · ·		<b>A</b> I
Legal Description: Tract: TR 060544:-C	Block: None	Lot: LT1 ARB:	NONE
Assessor Identification Number (AIN):	5546-030-59	Council District No.:	3
Property Purchase Date:	Most Recent Asse	ssed Value 405079	
	-	Multi-family / Commercial	/ Industrial
Addresses for all other property owned within seperate sheet of paper, Labeled "Attachment	• •		O NA
Taxes on all property owned within the City of	of Los Angeles are PAID to date?	Øyes (	
Are there any outstanding orders to comply a Angeles Department of Building and Safety of Community Investment Department?		Oyes y	Q́ No
HISTORCIAL SIGNIFICANCE			
HCM Number: 1088 HCM N	lame: Bank of Hollywood / Ed	uitible Building	
Contributor to a Historic PReseraviton C	Overlay Zone (HPOZ)		
HPOZ Name:	Historic Property Nam	e:	
Original Construction Date: 1929	Architect(s): Aleck Curlett	·····	
Architectural Style: Late Gothic Reviv	val and Art Deco		
am (We are) the present owner(s) an historical property contract.	Date Owner Signat	Dan-	ly for <u>7115</u> Date
Print Name	Print Name		
	Exhibit "A"	Revised January	2015

Ushton & gregs Barson Name: Write first and last name

Address(es) of other property owned in the City of Los Angeles:

8641 alknowed Rd (a. 90046

Property Address 6251 & 6253 Hollywood Blvd 506	
Owner(s) of Property: Rachel Wells	
Owner(s) Mailing Address 6253 Hollywood Blvd #506	
Home Telephone X 917-991-2022 Work Telephone 32399350	017
Mobile Telephone $\chi 917 - 991 - 2022$ Alternate Telephone $\chi$	
Owner(s) Email: prachef.wells@tumer.com. Alternate Email X rach	el. wells etuner. com
PROPERTY INFORMATION Legal Description: Tract: TR 060544:-C Block: None Lot: LT 1	ARB: None
	strict No.:13
Property Purchase Date: Most Recent Assessed Value 55 Owner Occupied: Over One Use: O Single-Family Dwelling O Multi-family /	
Owner Occupied: $\bigotimes$ Yes $\bigcirc$ No Use: $\bigcirc$ Single-Family Dwelling $(x)$ Multi-family / Addresses for all other property owned within the City of Los Angeles are noted on a	Commercial / Industrial
seperate 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 O 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
HISTORCIAL SIGNIFICANCE	······································
X Historic-Cultural Monument (HCM)	
HCM Number: 1088 HCM Name: Bank of Hollywood / Equitible Building	
Contributor to a Historic PReseraviton 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 h an historical property contract.	ereby apply for
KacheMMMB x	¥_
Print'Name Print Name	

Property Address 6251 & 6253 Hollywood Blvd S	507	
Owner(s) of Property: Arthur Benedetti Jr.		
Owner(s) Mailing Address 1024 North Orange D	Drive, Suite 215	
Home Telephone	Work Telephone 323-308-3558	
Mobile Telephone 323-217-7049	Alternate Telephone	
Owner(s) Email: abenedetti@5plusdesign.com	Alternate Email	
PROPERTY INFORMATION		
Legal Description: Tract: TR 060544:-C	Block: None Lot: LT 1 ARB: None	e
Assessor Identification Number (AIN): 5546-030-	5546030061 Council District No.: 13	
Property Purchase Date:	Most Recent Assessed Value	
Owner Occupied: Xyes O No Use: O Sing	le-Family Dwelling 🛛 🛇 Multi-family / Commercial / Ind	ystrial
Addresses for all other property owned within the City of seperate sheet of paper, Labeled "Attachment E", and set	$\sim \sim \sim$	A
Taxes on all property owned within the City of Los Angel	les are PAID to date? ØYes O No	0
Are there any outstanding orders to comply against the p Angeles Department of Building and Safety or Los Ange Community Investment Department?		0
HISTORCIAL SIGNIFICANCE		******
X Historic-Cultural Monument (HCM)		
HCM Number: 1088 HCM Name:	Bank of Hollywood / Equitible Building	
Contributor to a Historic PReservation Overlay Zon	e (HPOZ)	
HPOZ Name:	Historic Property Name:	
Original Construction Date: 1929 Architec	t(s): Aleck Curlett	
Architectural Style: Late Gothic Revival and Art D	Deco	
I am (We are) the present owner(s) of the pro an historical property contract.	operty described above and hereby apply fo	۲
Owner Signature Date	Owner Signature Dat	e
APTHUP PENEDETTING.		
Print Name	Print Name	

Exhibit "A"

Property Address 6251 & 6253 Hollywo	ood Blvd 508		
Owner(s) of Property: April Lim			
Owner(s) Mailing Address 6253 Hollyv			•
Home Telephone	Work Telephor	ne 323836032	0
Mobile Telephone goa-la.	CoM Alternate Telep	phone	
Owner(s) Email: aprillim@	Alternate Ema	11	
PROPERTY INFORMATION		1 - 4 1 7 4	ARB: None
Legal Description: Tract: TR 060544:-C	Block: None	Lot: <u>LT 1</u>	ARB, None
Assessor Identification Number (AIN):	5546-030-62	Council Dist	rict No.:
Property Purchase Date:	Most Recent As	sessed Value 964	000
	e: O Single-Family Dwelling		commercial / Industrial
Addresses for all other property owned with seperate sheet of paper, Labeled "Attachme			Øyes Ona
Taxes on all property owned within the City	of Los Angeles are PAID to date	?	QYes O No
Are there any outstanding orders to comply Angeles Department of Building and Safety Community Investment Department?		S	⊖Yes ∅No
HISTORCIAL SIGNIFICANCE			
HCM Number: 1088 HCM I			·····
Contributor to a Historic PReseraviton	Overtay Zone (HPOZ)		
HPOZ Name:	Historic Property Na	ame:	
Original Construction Date: 1929	Architect(s): Aleck Curl	ett	
Architectural Style: Late Gothic Revi	val and Art Deco		
I am (We are) the present owner(s) an historical property contract.	of the property describe	d above and he	reby apply for
Owner Signature	Date Owner Sigr	nature	Date
April Lim			
Print Name	Print Name	•	

Name: April Lim Write first and last name

Address(es) of other property owned in the City of Los Angeles:

6657 Finnet Jerrace, LA 90028

Property Address 6251 & 6253 H	Hollywood Blvd 5	09			
	Doshie Crandall				
Owner(s) Mailing Address 777 V	Vedge Drive				
Home Telephone (239)216 - 1		Work Telephone	e (239)5	96-2	300
Mobile Telephone (239) 216-	- 1466	Alternate Telepi	10ne(239) •	216-14	65 (hus
Owner(s) Email: roger.crandall@	)me.com	Alternate Email	doshie7	77@ao	l.com
PROPERTY INFORMATION			1 -4: 174	^PB	: None
Legal Description: Tract: TR 06054	<u>14:-C</u>	Block: None	Lot: LT 1		
Assessor Identification Number (A	AIN): 5546-030-	63	Council Dis	strict No.:_	13
Property Purchase Date:		Most Recent Ass	essed Value 53	1000	
Owner Occupied: XYes O No	· · · · · · · · · · · · · · · · · · ·		Multi-family /	Commerci	al / Industrial
Addresses for all other property owners seperate sheet of paper, Labeled "At				OYes	🙆 NA
Taxes on all property owned within th	he City of Los Angele	es are PAID to date?	Only this property	<b>⊘</b> Yes	O No
	comply against the n	roporty from the Lee		OYes	No
Are there any outstanding orders to o Angeles Department of Building and	Safety or Los Angel	es Housing + Only T	his property	0	<b>U</b>
Are there any outstanding orders to o Angeles Department of Building and	Safety or Los Angel	es Housing + Only 7	kis property		
Are there any outstanding orders to c Arigeles Department of Building and Community Investment Department?	Safety or Los Angelo	Bank of Hollywood / E			
Are there any outstanding orders to c Arigeles Department of Building and Community Investment Department? HISTORCIAL SIGNIFICANCE Historic-Cultural Monument (HC	Safety or Los Angele	es Housing + ठn।५७ Bank of Hollywood / E			
Are there any outstanding orders to c Arigeles Department of Building and Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HC HCM Number: 1088	Safety or Los Angelo CM) HCM Name: raviton Overlay Zone	es Housing + ठn।५७ Bank of Hollywood / E	quitible Building		
Are there any outstanding orders to c Angeles Department of Building and Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HC HCM Number: 1088 Contributor to a Historic PReser HPOZ Name:	Safety or Los Angele CM) HCM Name: <u>B</u> raviton Overlay Zone	es Housing + Only7 Bank of Hollywood / E e (HPOZ) Historic Property Nan	quitible Building ne:		- -
Are there any outstanding orders to c Arigeles Department of Building and Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HC HCM Number: 1088 Contributor to a Historic PReser HPOZ Name: Driginal Construction Date: 1	Safety or Los Angele CM) HCM Name: B raviton Overlay Zone 1 929 Architect	es Housing + Only7 Bank of Hollywood / E e (HPOZ) Historic Property Nan K(s): <u>Aleck Curlet</u>	quitible Building ne:		- -
Are there any outstanding orders to c Angeles Department of Building and Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HC HCM Number: 1088 Contributor to a Historic PReser HPOZ Name: Driginal Construction Date: 19 Architectural Style: Late Goth	Safety or Los Angele CM) HCM Name: B raviton Overlay Zone 1 929 Architect nic Revival and Art D	es Housing + Only7 Bank of Hollywood / E e (HPOZ) Historic Property Nan t(s): <u>Aleck Curlet</u> eco	quitible Building ne:		
Are there any outstanding orders to c Arigeles Department of Building and Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HC HCM Number: 1088 Contributor to a Historic PReser HPOZ Name: Driginal Construction Date: 19 Architectural Style: Late Goth am (We are) the present owr	Safety or Los Angele CM) HCM Name: B raviton Overlay Zone 1 929 Architect sic Revival and Art D ner(s) of the pro	es Housing + Only7 Bank of Hollywood / E e (HPOZ) Historic Property Nan t(s): <u>Aleck Curlet</u> eco	quitible Building ne:		
Are there any outstanding orders to c Arigeles Department of Building and Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HC HCM Number: 1088 Contributor to a Historic PReser HPOZ Name: Driginal Construction Date: 19 Architectural Style: Late Goth am (We are) the present owr an historical property contract	Safety or Los Angele CM) HCM Name: B raviton Overlay Zone 1 929 Architect ic Revival and Art D ner(s) of the pro ct.	es Housing + Only7 Bank of Hollywood / E e (HPOZ) Historic Property Nan t(s): <u>Aleck Curlet</u> eco perty described	quitible Building ne:		
Are there any outstanding orders to c Arigeles Department of Building and Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HC HCM Number: 1088 Contributor to a Historic PReser HPOZ Name: Driginal Construction Date: 19 Architectural Style: Late Goth I am (We are) the present owr an historical property contract Marchitectural Style: Late Goth	Safety or Los Angele CM) HCM Name: B raviton Overlay Zone 929 Architect ic Revival and Art D ner(s) of the pro ct. 9/25/20/	es Housing + Only 7 Bank of Hollywood / E e (HPOZ) Historic Property Nan k(s): <u>Aleck Curlet</u> eco perty described	quitible Building ne: above and he		- ply for
Are there any outstanding orders to c Argeles Department of Building and Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HC HCM Number: 1088 Contributor to a Historic PReser HPOZ Name: Driginal Construction Date: 19 Architectural Style: Late Goth am (We are) the present owr an historical property contract	Safety or Los Angele CM) HCM Name: raviton Overlay Zone  929 Architect ic Revival and Art D ner(s) of the pro ct.  Date	es Housing + Only7 Bank of Hollywood / E e (HPOZ) Historic Property Nan t(s): <u>Aleck Curlet</u> eco perty described	quitible Building ne: above and he		

Exhibit "A"

**Revised January 2015** 

HISTORICAL PROPERTY CONTRACT APPL	ICATION FORM
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OWNER INFORMATION	,			
PROPERTY ADDRESS: 6251 26253		OBIND, #60	21	
OWNER(S) OF PROPERTY: Danny U	ILLA			
Owner(s) Mailing Address: 6253 H		BLVd 4601	······································	
Home Telephone:	×	WORK TELEPHONE: 42	+-732-6600	<b>Re</b> tation
HOME TELEPHONE: (424) 653-9089	8	ALTERNATE TELEPHONE:		<u> </u>
Owner(s) EMAIL: danyovilla (2) m	me-Film	ALTERNATE EMAIL:	LLA 12@6MAIL. up	L
PROPERTY INFORMATION	an o Bradd I an said delre de delener e arrecterena	i yana iyo diya dina 2000 ing	an di antenis Bateri ang lan na Baterina di Intern Baterin (a Baterin ) di ante, di ante, di ante alla mata di	1999 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 -
Legal Description: TRACT: TR2 060540	4-C	ВLOCK: <u>Иоле</u> LOT: _	LTI ARB: None	
Assessor Identification Number (AIN): $554$				3
PROPERTY PURCHASE DATE: 1/5/16				
OWNER OCCUPIED: YES C NO US	,			ſRIAL
ADDRESSES FOR ALL OTHER PROPERTY OWNED WI			V YES	Ĵ NA
TAXES ON ALL PROPERTY OWNED WITHIN THE CIT	-		G YES	ີ No
ARE THERE ANY OUTSTANDING ORDERS TO COM	IPLY AGAINST	THE PROPERTY	<u></u>	~
FROM THE LOS ANGELES DEPARTMENT OF BUILD ANGELES HOUSING + COMMUNITY INVESTMENT			C Yes 🖌	🖉 NO
HISTORICAL SIGNIFICANCE	ი სიარები დი თებიაცი ურგალიათ ფრიანაზ	tern stadefinst, i stylpen, og på att i sjäger som den ny sok genn, megfar stå att Blevinsketføre, or	all mainte Stan ana Standarm a '' ann 1920 ann an 1920 an an 1920 an Anna Standar a Chuirtean Anna 1920 an 1970	
Historic-Cultural Monument (HCM)				
HCM NUMBER: $10.4\%$ HCM NAME: $\frac{2}{3}$	bunk of l	Hollywood / Equiti	ble Building	
Contributor to a Historic Preservation	۱			
		IISTORIC PROPERTY NAME: _		
			Curlett	
ORIGINAL CONSTRUCTION DATE: 1929 ARCHITECTURAL STYLE: Late Gothic 3	Poulite 1	and Art	Deco	
		• 5-	<u> </u>	<u></u>
I AM (WE ARE) THE PRESENT OWNER(S) OF THE F	PROPERTY DES	SCRIBED ABOVE AND HEREB	Y APPLY FOR AN HISTORICAL	
PROPERTY CONTRACT.	7/18/16			
V J J Z Z				
DANISL JULA	DATE	Owner Signature	DATE	
PRINT NAME		Print Name		
	EXHII	BIT "A"	Revised Januar	۲Y 2015

Name: Dona Villa Write first and last name

Address(es) of other property in the City of Los Angeles:

7949 Selma Ave #5, Los AngelEs, CA 90046

Property Address 6251 & 6253	Hollywood Blvc	602		
Owner(s) of Property: Angelia F	Polsinelli			
Owner(s) Mailing Address 6253	3 Hollywood Blv			
Home Telephone		Work Teleph	one 81831427	85
Mobile Telephone		Alternate Tel	ephone	
Owner(s) Email: apolsinelli@joi	co.com	Alternate En	nail	
PROPERTY INFORMATION				
Legal Description: Tract: TR 0605	<u>44:-C</u>	Block: None	Lot: LT 1	ARB: <u>None</u>
Assessor Identification Number (	AIN): 5546-03	0- 65	Council Dis	trict No.: 13
Property Purchase Date: Janua	ry 2010	Most Recent A	ssessed Value 45	6459
Owner Occupied: XYes ON	· · · · ·	ngle-Family Dwelling		Commercial / Industrial
Addresses for all other property owr seperate sheet of paper, Labeled "A	-	-		🔿 Yes 🔣 NA
Taxes on all property owned within t	he City of Los Ang	eles are PAID to dat	e?	Yes 🔿 No
Are there any outstanding orders to Angeles Department of Building and Community Investment Department	Safety or Los Ang		os	⊖Yes ⊋No
HISTORCIAL SIGNIFICANCE				
HCM Number: 1088	HCM Name:	Bank of Hollywood	/ Equitible Building	
Contributor to a Historic PRese	eraviton Overlay Zo	one (HPOZ)		
HPOZ Name:		Historic Property N	lame:	
Original Construction Date:	929 Archit	ect(s): Aleck Cu	rlett	
Architectural Style: Late Got	hic Revival and Ar	t Deco		
I am (We are) the present ow an historical property contra	• • •	roperty describe	- ed above and he	ereby apply for
Angelia Polsinelli	9/09/20	15		
Owner Signature	Date	Owner Sig	nature	Date
Angelia Polsinelli	- <u></u>			
Print Name		Print Name	e	
	Exhil	oit "A"	Rev	vised January 2015

a martel of Bernard Timot	hy Mullon			
Owner(s) of Property: Timot Owner(s) Mailing Address 6		#603		
Home Telephone	200 Honywood Diva	Work Telephone		
-		-		
Mobile Telephone Owner(s) Email:timothyRmu	llen@amail.com	Alternate Teleph	one	
	men@gmail.com	Alternate Email		
PROPERTY INFORMATIC Legal Description: Tract: TR 06		Block:_None	Lot: LT 1	ARB: None
Assessor Identification Numb	er (AIN):5546- 030	66	Council Di	strict No.: 13
Property Purchase Date: 8	2-2012	Most Recent Asse	ssed Value 28	31765
Owner Occupied: XYes	···· · · · ·			Commercial / Industr
Addresses for all other property of seperate sheet of paper, Labeled		•		OYes 🛞 NA
Taxes on all property owned with	in the City of Los Angele	s are PAID to date?		Yes 🔿 No
Are there any outstanding orders Angeles Department of Building a	nd Safety or Los Angele	· •		OYes 😡 No
Community Investment Departme	)E			
Community Investment Departme	CE (HCM) HCM Name: Ba	ank of Hollywood / Equ	uitible Building	
Community Investment Departme HISTORCIAL SIGNIFICANC X Historic-Cultural Monument HCM Number: 1088	CE (HCM) HCM Name: <u>Ba</u> seraviton Overlay Zone	ank of Hollywood / Equ		
Community Investment Department HISTORCIAL SIGNIFICANC X Historic-Cultural Monument HCM Number: 1088 Contributor to a Historic PRe HPOZ Name:	CE (HCM) HCM Name: <u>Ba</u> seraviton Overlay Zone	ank of Hollywood / Equ (HPOZ) listoric Property Name		
Community Investment Department HISTORCIAL SIGNIFICANC X Historic-Cultural Monument HCM Number: 1088 Contributor to a Historic PRe HPOZ Name: Priginal Construction Date:	CE (HCM) HCM Name: Baseraviton Overlay Zone	ank of Hollywood / Equ (HPOZ) listoric Property Name s): Aleck Curlett		
Community Investment Department HISTORCIAL SIGNIFICANC X Historic-Cultural Monument HCM Number: 1088 Contributor to a Historic PRe HPOZ Name: Driginal Construction Date:	E (HCM) HCM Name: Baseraviton Overlay Zone H 1929 Architect( othic Revival and Art De wner(s) of the prop	ank of Hollywood / Equ (HPOZ) listoric Property Name s): Aleck Curlett	<u>.</u>	
Community Investment Department HISTORCIAL SIGNIFICANC Thistoric-Cultural Monument HCM Number: 1088 Contributor to a Historic PRe HPOZ Name: Priginal Construction Date: rchitectural Style: Late Generation Late Generation Late Generation Late Generation Late Generation Late Generation Late Generation Contributor Construction Late Generation Contributor Construction Late Generation Contributor Construction Construction Date: Contributor Construction Construction Date: Contributor Construction Construction Date: Construction Date: Constru	E (HCM) HCM Name: Baseraviton Overlay Zone H 1929 Architect( othic Revival and Art De wner(s) of the propract.	ank of Hollywood / Equ (HPOZ) listoric Property Name s): Aleck Curlett	bove and h	
Community Investment Department HISTORCIAL SIGNIFICANC X Historic-Cultural Monument HCM Number: 1088 Contributor to a Historic PRe HPOZ Name: Priginal Construction Date: rchitectural Style: Late Generation am (We are) the present of	E (HCM) HCM Name: Baseraviton Overlay Zone H 1929 Architect( othic Revival and Art De wner(s) of the proposition fact. 7-7-15	ank of Hollywood / Equ (HPOZ) listoric Property Name s): Aleck Curlett co perty described al	bove and h	ereby apply for

Owner(s) of Property: Sergio Nico Owner(s) Mailing Address 1645 N		)1		
Oumania) Mailing Adda 4 404 A	lau			
Owner(s) mailing Address 1045 N	I. Vine Street Su	uite 602		
Home Telephone		Work Telephone	32346066	61
Mobile Telephone 3236913054		Alternate Teleph	one	
Owner(s) Email: snicolau@milagro	ofilms.com	Alternate Email		
PROPERTY INFORMATION				
Legal Description: Tract: TR 060544:	<u>-C</u> E	Block: None	Lot: LT 1	ARB: None
Assessor Identification Number (All	N): <u>5546-030-6</u>	57	Council Dis	strict No.: <u>13</u>
Property Purchase Date: January '	1, 2014	Most Recent Asse	ssed Value 44	7866
Owner Occupied: XYes O No	· · ·			Commercial / Industrial
Addresses for all other property owned seperate sheet of paper, Labeled "Attac	-	-		⊗Yes ○NA
Taxes on all property owned within the	City of Los Angeles	s are PAID to date?		⊗Yes ○No
Are there any outstanding orders to cor Angeles Department of Building and Sa Community Investment Department?		• •		🔿 Yes 🛞 No
HISTORCIAL SIGNIFICANCE Historic-Cultural Monument (HCM HCM Number: 1088 H		ink of Hollywood / Eq	uitible Building	
	viton Overlay Zone		<u>_</u>	
Contributor to a Historic PReserav HPOZ Name:	-			
Contributor to a Historic PReserav HPOZ Name:	н	(HPOZ) istoric Property Name		
Contributor to a Historic PReserav HPOZ Name: Driginal Construction Date:	н	(HPOZ) istoric Property Name s): Aleck Curlett		
Contributor to a Historic PReserav HPOZ Name: Driginal Construction Date:	H 29 Architect(s Revival and Art De r(s) of the prop	(HPOZ) istoric Property Name s): <u>Aleck Curlett</u> co	e: 	ereby apply for
Contributor to a Historic PReserav HPOZ Name: Driginal Construction Date: 192 Architectural Style: Late Gothic am (We are) the present owne in historical property contract.	H 29 Architect(s Revival and Art De r(s) of the prop	(HPOZ) istoric Property Name s): Aleck Curlett co erty described a	e: 	ereby apply for Date
Contributor to a Historic PReserav HPOZ Name: Driginal Construction Date: 192 Architectural Style: Late Gothic am (We are) the present owne	H 29 Architect(s Revival and Art De r(s) of the prop	(HPOZ) istoric Property Name s): <u>Aleck Curlett</u> co	e: 	

#### MILLS ACT HISTORICAL PROPERTY CONTRACT APPLICATION "ATTACHMENT E"

\_\_\_\_\_

Name: \_SERGIO NICOLAU\_\_\_\_\_\_ Write first and last name

Address(es) of other property owned in the City of Los Angeles:

1645 N.Vine St # 602\_\_\_\_\_

Los Angeles, Ca 90028\_\_\_\_\_

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Property Address 6251 & 625	53 Hollywood Blvd	702		
Owner(s) of Property: Tatian	a Botton			
Owner(s) Mailing Address 52	24 11th St			
Home Telephone		Work Telepho	one 310918	7233
Mobile Telephone		Alternate Tele	phone	
<b>Owner(s) Email: tatb@mac.c</b>	om	Alternate Em	ail	
PROPERTY INFORMATIO	-	Block: None	Lot: LT 1	ARB: None
· · · · · · · · · · · · · · · · · · ·			·	
Assessor identification Numbe	er (AIN): <u>5546-030</u>	- 68	Council [	District No.: 13
Property Purchase Date:	-	Most Recent As	-	
• • • •	No Use: O Sing			/ Commercial / Industrial
Addresses for all other property or seperate sheet of paper, Labeled				Øyes Ona
Taxes on all property owned within	n the City of Los Ange	eles are PAID to date	?	ØYes O No
Are there any outstanding orders the Angeles Department of Building and Community Investment Department	nd Safety or Los Ange	• • •	S	OYes Q No
HISTORCIAL SIGNIFICANC				
HCM Number: 1088	HCM Name:	Bank of Hollywood /	Equitible Building	9
Contributor to a Historic PRes	seraviton Overlay Zon	ie (HPOZ)		
HPOZ Name:		Historic Property Na	ime:	
Driginal Construction Date:	1929 Archited	t(s): Aleck Curle	ett	
Architectural Style: Late Go	othic Revival and Art [	Deco		
am (We are) the present or In historical property contr	act.		above and i	ereby apply for
	JULY 25	h 20/5		
Owner Signature	Date	Owner Signa	ature	Date
TATAVA GOTT	<u> </u>			****
Print Name		Print Name		

EXHIBITA

#### MILLS ACT HISTORICAL PROPERTY CONTRACT APPLICATION "ATTACHMENT E"

Name: <u>141, ANA</u> BOLTON Write first and last name

Address(es) of other property owned in the City of Los Angeles:

650 SURSET AVENILE (1 90291
707-709 Flowen ANENUE, NEWICE CA 90291
325 INDIANA, VEMCE CA 90291
606 INDIMMA / BOY 6th ST , VEWICE CA 90291
106 6th st, VENILE, LA 90291
538-540 BROADWAY, VENILE, CA 90291
669 BROAD WAY, VENILE, (A 9029)
613 ROSE MENUE, VENICE, UN 90291
615 HAMPTON AVE # BIOZ, VENILE, LA 90291



Property Address 6251 & 6253 Ho	ollywood Blvd 703	5			
Owner(s) of Property: Evelyn Sus					
Owner(s) Mailing Address 1130 2	3rd Street, Manh	attan Beach, Calif	ornia, 90266		
Home Telephone 310-529-6887		Work Telephone	<b>310-746-383</b>	7	
Mobile Telephone		Alternate Teleph	ione		
Owner(s) Email:evelynginossi@h	otmail.com	Alternate Email	evelyn@ibvac	lvisorygroup.c	om
PROPERTY INFORMATION	_			4 D D . No	
Legal Description: Tract: TR 060544	B	ock: None	Lot: <u>LT 1</u>	ARB: No	
Assessor Identification Number (Al	N): <u>5546-030-6</u> 9	9	Council Dis	strict No.: 13	-
Property Purchase Date:		Most Recent Asse	essed Value 38	5000	
Owner Occupied: XYes O No	<b>•</b> •		X Multi-family /	Commercial / In	dustrial
Addresses for all other property owned seperate sheet of paper, Labeled "Atta	-	-		⊖Yes ⊗	NA
Taxes on all property owned within the	City of Los Angeles	are PAID to date?		⊗Yes ⊖I	No
				$\bigcirc$ $\bigvee$ $\bigcirc$ $\bigcirc$ $\bigcirc$	NI -
Are there any outstanding orders to co Angeles Department of Building and S				OYes ⊗1	NO
Are there any outstanding orders to co Angeles Department of Building and Si Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCM	afety or Los Angeles				чо 
Are there any outstanding orders to co Angeles Department of Building and Sa Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCM	afety or Los Angeles		quitible Building		NO
Are there any outstanding orders to co Angeles Department of Building and Sa Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCM	afety or Los Angeles //) ICM Name:Bar	Housing +	quitible Building		NO
Are there any outstanding orders to co Angeles Department of Building and Sa Community Investment Department? HISTORCIAL SIGNIFICANCE [x] Historic-Cultural Monument (HCM HCM Number: 1088 H	afety or Los Angeles //) ICM Name: viton Overlay Zone (	Housing +			NO
Are there any outstanding orders to co Angeles Department of Building and Si Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCM HCM Number: 1088 H Contributor to a Historic PReseran HPOZ Name:	afety or Los Angeles //) HCM Name:Bar viton Overlay Zone ( Hi	Housing + hk of Hollywood / Ed HPOZ) storic Property Nam	ne:		NO
Are there any outstanding orders to co Angeles Department of Building and Si Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCM HCM Number: 1088 H Contributor to a Historic PReserant HPOZ Name: Driginal Construction Date: 19;	afety or Los Angeles //) HCM Name:Bar viton Overlay Zone ( Hi	Housing + hk of Hollywood / Ed HPOZ) storic Property Nam ): Aleck Curlett	ne:		NO
Are there any outstanding orders to co Angeles Department of Building and Si Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCM HCM Number: 1088 H Contributor to a Historic PReserant HPOZ Name: Driginal Construction Date: 19;	afety or Los Angeles //) ICM Name: Bar viton Overlay Zone (  Hi 29 Architect(s Revival and Art Dec er(s) of the prop	Housing + hk of Hollywood / Ed HPOZ) storic Property Nam ):Aleck Curlett	ie:		
Are there any outstanding orders to co Angeles Department of Building and Si Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCM HCM Number: 1088 H Contributor to a Historic PResera HPOZ Name: Driginal Construction Date: 19: Architectural Style: Late Gothic am (We are) the present owne an historical property contract	afety or Los Angeles //) HCM Name: Bar viton Overlay Zone ( His 29 Architect(s Revival and Art Dec er(s) of the prop	Housing + hk of Hollywood / Ed HPOZ) storic Property Nam ):Aleck Curlett	above and he	ereby apply f	
Are there any outstanding orders to co Angeles Department of Building and Si Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCM HCM Number: 1088 H Contributor to a Historic PResera HPOZ Name: Driginal Construction Date: 192 Architectural Style: Late Gothic I am (We are) the present owne an historical property contract	Afety or Los Angeles A) HCM Name: Bar viton Overlay Zone ( Hi 29 Architect(s Revival and Art Dec er(s) of the prop 6/29/15	Housing + hk of Hollywood / Ed HPOZ) storic Property Nam ): Aleck Curlett :o erty described a	above and he	ereby apply f	for

Property Address 6251 & 6253 Hollywo	od Blvd 704		
Owner(s) of Property: Richard Kring/Lis	a LaCorte Kring		
Owner(s) Mailing Address P.O Box 466			
Home Telephone 323 - 876-5285	Work Tele	phone 323-78	5-0755
Mobile Telephone 310 - 650 - 9010	Alternate	Telephone	
Owner(s) Email:erikrchin@yahoo.com	Alternate	Email	
PROPERTY INFORMATION			
Legal Description: Tract: TR 060544:-C	Block: None	Lot: <u>1</u>	ARB: None
Assessor Identification Number (AIN):	5546-030-70	Council Dis	trict No.:13
Property Purchase Date:	Most Recen	t Assessed Value 611	987
	: O Single-Family Dwell		Commercial / Industrial
Addresses for all other property owned within seperate sheet of paper, Labeled "Attachmen	the City ofLos Angeles an t E", and submitted with th	e noted on a is application?	Yes O NA
Taxes on all property owned within the City of	f Los Angeles are PAID to	date?	QYes O No
Are there any outstanding orders to comply a Angeles Department of Building and Safety of Community Investment Department?	* • • •	e Los	Yes 🕅 No
HISTORCIAL SIGNIFICANCE			<u>مەسەمەر بەر مەمەر بەر بەر بەر بەر بەر بەر بەر بەر بەر ب</u>
HCM Number: 1088 HCM N	ame: Bank of Hollywo	od / Equitible Building	
Contributor to a Historic PReseraviton O	verlay Zone (HPOZ)		
HPOZ Name:	Historic Proper	ty Name:	
Original Construction Date: 1929	Architect(s): Aleck	Curlett	
Architectural Style: Late Gothic Revive	al and Art Deco		
I am (We are) the present owner(s) of an historical property contract. Owner Signature	Îl <b>B</b> /15 Su	ibed above and he m Lufforte Signature	reby apply for Arg 9/8/15 Date KR.W6
Print Name	Print Na	ame	
	÷		

Exhibit "A"

**Revised January 2015** 

MILLS ACT HISTORICAL PROPERTY CONTRACT APPLICATION "ATTACHMENT E"

KRIN6 Name: Write first and last name

Address(es) of other property owned in the City of Los Angeles: 2424 MILLIOLS CANNON R.A. Los Anosies, CA. 90046

	CITY OF LO	S ANGELES		
HISTORICAL	PROPERTY	CONTRACT	APPLICATION	FORM

Marin Francisco Ord dide	E 6193		elephone	
Mubile Telephone 818 44 Owner(s) Email:gerardvernic			e Telephone	
Sector Contraction of the sector of the sect		Altina	е енан	
PROPERTY INFORMATIO	<b>N</b> 0544:-C	Rinaki Mona	Lot: LT 1	ARB: None
	na an an tha	Block: None		nan he na
Assessor Identification Number Property Purchase Date: 4		30- /1		District No.: 13
Owner Occupied: (x) Yes	•	Most Reci ingle-Family Dwe	ent Assessed Value	002643 / / Commercial / Indust
Addresses for all other property of				
separate sheet of paper. Labeled				Oyes ØNA
Taxes on all property owned with	in the City of Los A	ngeles arc PAID L	o date?	Øres O No
Are there any outstanding orders Angeles Department of Building a Crithinumity Investment Departme	ind Safety or Los A			🔿 Yes 🚫 No
HCM Number: 1088			vood / Equitible Builds	9
HPOZ Name.		Historic Prop	erty Name:	
Örigina: Construction Date:	1929 Anch	itect(s): Alec	k Curleti	<u>, , , , , , , , , , , , , , , , , , , </u>
Architedural Style: Late G	iothic Revival and A	vrt Deco		
I am (We are) the present of an historical property cont	ract.		ribed above and	hereby apply for
Queres Verne C	<u>6 - 307</u> Date		Signature	Date
Decar Verni (	Date			Date

Property Address 6251 & 6253 H	ollywood Blvd 70	)6			
Owner(s) of Property: Bengard F	amily Trust				
Owner(s) Mailing Address 3912	Calle Ariana, San	Clemente, CA 92	672		
Home Telephone 949-218-7849		work lelephon	0		
Mobile Telephone 949-939-4405		Alternate Telepi	hone 949-218	-3605	
Owner(s) Email: martabirchfield(	gmail.com	Alternate Email	kcbengard@	]]gmail.com	
PROPERTY INFORMATION			une denne		
Legal Description: Tract: TR 06054	<u>4:-C</u> B	llock: None	Lot: LT 1	ARB: None	
Assessor Identification Number (A	JN): <u>5646-030-7</u>	2	Council Di	strict No.: 13	
Property Purchase Date:		Most Recent Ass	essed Value 61	1988	
Owner Occupied: XYes O No	Use: 🔿 Single-			Commercial / Industria	ł
Addresses for all other property owne seperate sheet of paper, Labeled "Att				O Yes 😡 NA	
Taxes on all property owned within the	e City of Los Angeles	are PAID to date?		XYes O No	
Are there any outstanding orders to co Angeles Department of Building and S Community Investment Department?				OYes ⊗No	
HISTORCIAL SIGNIFICANCE          X       Historic-Cultural Monument (HCI         HCM Number:       1088         Contributor to a Historic PReservation	HCM Name: Ba	nk of Hollywood / Ec	quitible Building		
	Hi	storic Property Nam	e:	<u>999 - 1987 - Barnes Maria, 1996 - 1997 - 1997</u>	-
Original Construction Date: 19	29 Architect(s	): Aleck Curlett			
Architectural Style: Late Gothic	Revival and Art Dec	×			
I am (We are) the present own an historical property contract Momas P. Buga ( Owner Signature TR 4570	•••••	erty described a	24.1	proby apply for	2015
		Kung R	Baser		
Thomas P Bengavi Print Name		Print Name	Marin		
	Exhibit "	A"	Rev	ised January 2015	
	EXHIDIC	~			

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eraviton Overlay Zone	(HPOZ)		
·	ank of Hollywood /	Equitible Building	
d Safety or Los Angele ?		5	UYes 🔮 No
• •			Yes No
	-		🔿 Yes 💿 NA
_		-	Commercial / Industrial
• • • • • • • • • • • • • • • • • • • •		•	
		Council Di	strict No.: 13
544 <sup>.</sup> -C F	Block: None	Lot: LT1	ARB: None
mail.com			
3 Hollywood Blvd 7		ne 31078104	147
nohue			
Hollywood Biva /C	)7		
	anohue 3 Hollywood Blvd 7 mail.com 544:-C E (AIN): 5546-030-7 LPID to Use: Single ned within the City of Los Angele comply against the pro- d Safety or Los Angele comply aga	3 Hollywood Blvd 707 Work Telepho Alternate Telepho Alternate Telepho Alternate Ema 544:-C Block: None (AIN): 5546-030-73 CO Most Recent As No Use: O Single-Family Dwelling ned within the City of Los Angeles are not Attachment E'', and submitted with this ap the City of Los Angeles are PAID to date comply against the property from the Los d Safety or Los Angeles Housing + ?? E HCM) HCM Name: Bank of Hollywood / eraviton Overlay Zone (HPOZ)	Work Telephone       31078104         Alternate Telephone       Alternate Telephone         mail.com       Alternate Email         544:-C       Block: None       Lot: LT1         (AIN):       5546-030-73       Council Dis         PID       Most Recent Assessed Value 51         No       Use: O Single-Family Dwelling (X) Multi-family /         ned within the City of Los Angeles are noted on a         Attachment E'', and submitted with this application?         the City of Los Angeles are PAID to date?         comply against the property from the Los         d Safety or Los Angeles Housing +         P         E         ICM)         HCM Name:       Bank of Hollywood / Equitible Building         eraviton Overlay Zone (HPOZ)

Exhibit "A"

Property Address: 6251 & 6253 Hollywood Blvd. 70	08		
Owner(s) of Property: Mychael Danna Owner(s) Mailing Address: 6253 Hollywood Blve	d. 708, Los Angeles, CA 90028		
Home Telephone; 323-822-5045	Work Telephone:		
Mobile Telephone: 323-393-5717	Alternate Telephone:		
Owner(s) Email: md@mychaeldanna.com	Alternate Email: ab@	mychaeldann.com	
PROPERTY INFORMATION	<del>у продавани на у</del> протити Алексани и Калини и <mark>се со 1996 години</mark> и се <mark>с</mark> е бразовани и се се со 1996 години и се		
Legal Description: Tract: TR 060544:-C	Block: None	Let: LT 1	ARB: None
Assessor identification Number (AIN):	5546-030-5546030074	Council Dis	trict No.: 13
Property Purchase Date: Sept 9, 1	2015 Most Recent A	ssessed Value	960,000.00
Owner Occupied. () Yes O No	Use: O Single-Family Dwelling	-	Commercial / Industrial
Addresses for all other property owned wit separate sheet of paper, Labeled "Attachn			Yes ONA
Taxes on all property owned within the Cit	y of Los Angeles are PAID to date	3?	
Are there any outstanding orders to compl Angeles Department of Building and Safet Community Investment Department?		95	OYes ∰'No
HCM Number: 1088 HCM	Name: Bank of Hollywood / n Overlay Zone (HPOZ) Historic Property N		
Original Construction Date: 1929	Architect(s): Aleck Curl	ett	
	vival and Art Deco		
I am (We are) the present owner(s an historical property contract.	) of the property described $ept 12, 2015$	d above and he	reby apply for - Sept 12, 2
Owner Signature	Date Owner Sign	ature	Date
MYCHAEL DANNA	APAG	2NA BHA	RGAVA
Print Name	Print Name		
			•
	[]	-	and language Anar
	Exhibit "A"	Revi	sed January 2015

#### MILLS ACT HISTORICAL PROPERTY CONTRACT APPLICATION "ATTACHMENT E"

------

Name MYCHAEL DANNA Write first and last name

Address(es) of other property owned in the City of Los Angeles:

2758 HOLLYVIEW COLLET, LOS ANGELES, CA 90068

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#### CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM
OWNER INFORMATION
PROPERTY ADDRESS: 6251 46253 Houry WOOD Blud. #709
OWNER(S) OF PROPERTY: Trask Donaldson
OWNER(S) MAILING ADDRESS: 6253 HOLLY WOOD BILD # 709
HOME TELEPHONE: nd
MOBILE TELEPHONE: (970) 846-4865 ALTERNATE TELEPHONE:
OWNER(S) EMAIL: Traskdonaldson@gmail. comalternate Email:
PROPERTY INFORMATION
Legal Description: TRACT: TR 060544 - CBLOCK: DONE LOT: LT1ARB: NONE
Assessor Identification Number (AIN): 5546 - 030 - 75 COUNCIL DISTRICT NO.: 13
PROPERTY PURCHASE DATE: 12/10/15 MOST RECENT ASSESSED VALUE: \$510,000
OWNER OCCUPIED: O YES O'NO USE: O'SINGLE-FAMILY DWELLING O 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?
TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE?
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?
HISTORICAL SIGNIFICANCE
EDHISTORIC-CULTURAL MONUMENT (HCM) HCM NUMBER: 1088 HCM NAME: BAUX OF HOLLYWOOD / EQUITEBLE BLD.
CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)
HPOZ NAME: HISTORIC PROPERTY NAME:
ORIGINAL CONSTRUCTION DATE: 1929 ARCHITECT(S): ALECK CULLETT ARCHITECTURAL STYLE: Late Gothic Poviver / APT Deco
ARCHITECTURAL STYLE: Late Gothic Pevila / ART DECO
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
TRASK L. DONALDSON
PRINT NAME PRINT NAME
EXHIBIT "A" Revised January 2015

Property Address 6251 & 62	53 Hollywood Blvd	801		
Owner(s) of Property: Vartai	n & Anait Muradyan			
Owner(s) Mailing Address 6	253 Hollywood Blvd	801		
Home Telephone		Work Telepho	one 3238163	7707
Mobile Telephone		Alternate Tele	phone	
Owner(s) Email: K.muradyar	n@yahoo.com	Alternate Em	ail	
PROPERTY INFORMATIC	)N			
Legal Description: Tract: TR 0	60544:-C	Block: None	Lot: LT 1	ARB: None
Assessor Identification Numb	er (AIN):5546- 030-	76	Council D	District No.: 13
Property Purchase Date:		Most Recent As	sessed Value 3	95240
Owner Occupied: (X) Yes	) No Use: () Sing	le-Family Dwelling	(X) Multi-family	/ Commercial / Industrial
Addresses for all other property seperate sheet of paper, Labeled	owned within the City of	Los Angeles are not	ted on a	OYes Ø NA
Taxes on all property owned with	in the City of Los Angel	es are PAID to date	?	ØYes ○No
Are there any outstanding orders Angeles Department of Building Community Investment Departme	and Safety or Los Ange		S .	()Yes (2) №
HISTORCIAL SIGNIFICAN	CE			
× Historic-Cultural Monument	(HCM)			
HCM Number: 1088	HCM Name:	Bank of Hollywood /	Equitible Building	3
Contributor to a Historic PR	eseraviton Overlay Zon	e (HPOZ)		
HPOZ Name:		Historic Property Na	ime:	
Driginal Construction Date:	1929 Architec	t(s): Aleck Curle	ett	
Architectural Style:Late C	Sothic Revival and Art D	eco		
am (We are) the present ( in historical property con		perty described	d above and h	ereby apply for
Macre	7/1/15	anter	6	7/1/15
Owner Signature	Date	Owner Sign	ature	Date
Vartar Murade	a cat	Anait	Munda	en
Print Name		Print Name		

Exhibit "A"

#### CITY OF LOS ANGELES

#### HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Property Address 6251 & 62	•			
Owner(s) of Property: Yelki	Proprietary Lim	ited		
Owner(s) Mailing Address	253 Hollywood	Blvd 802		
Home Telephone		Work Telep	hone 3238765	506
Mobile Telephone		Alternate Te	lephone	
Owner(s) Email: akelly 1928	@gmail.com	Alternate E	mail	
	N	<u> </u>		400 No. 1
egal Description. Tract. TR C	60544C	Block: None	Lot: LT 1	ARB: None
Assessor Identification Num	ber (AIN): 5546	- 030- 77	Council Di	strict No.: 13
Property Purchase Date: 12	2/21/09	Most Recent	Assessed Value 49	2977
)wher Occupied X Yes (		Single-Family Dwelling		Commercial / Industrial
ddresses for all other property eperate sheet of paper, Labele		-		ØYes ⊖NA
axes on all property owned wit	hin the City of Los	Angeles are PAID to da	ite?	ØYes ⊖No
			- CP	
Are there any outstanding order Angeles Department of Building Community Investment Departm	and Safety or Los bent?			()Yes (⊗)No
Are there any outstanding order angeles Department of Building Community Investment Departm IISTORCIAL SIGNIFICAN X Histonc-Cultural Monumer HCM Number. 1088	and Safety or Los bent? ICE It (HCM) HCM Name:	Angeles Housing + Bank of Hollywood	1 / Equitible Building	
re there any outstanding order ngeles Department of Building ommunity Investment Departm ISTORCIAL SIGNIFICAN X Historic-Cultural Monumer	and Safety or Los bent? ICE It (HCM) HCM Name:	Angeles Housing + Bank of Hollywood		
re there any outstanding order ngeles Department of Building ommunity Investment Departm ISTORCIAL SIGNIFICAN X Histonc-Cultural Monumer HCM Number. 1088	and Safety or Los bent? ICE It (HCM) HCM Name:	Angeles Housing + Bank of Hollywood	1 / Equilible Building	
Are there any outstanding order ingeles Department of Building Community Investment Department IISTORCIAL SIGNIFICAN X Histonc-Cultural Monumer HCM Number. 1088 Contributor to a Historic PF HPOZ Name:	and Safety of Los bent? ICE it (HCM) HCM Name: Reseraviton Overla	Angeles Housing + Bank of Hollywood y Zone (HPOZ)	d / Equitible Building Name:	
Are there any outstanding order angeles Department of Building Community Investment Department IISTORCIAL SIGNIFICAN X Histonc-Cultural Monumer HCM Number. 1088 Contributor to a Historic PF HPOZ Name: riginal Construction Date.	and Safety of Los bent? ICE it (HCM) HCM Name: Reseraviton Overla	Angeles Housing + Bank of Hollywood y Zone (HPOZ) Historic Property chitect(s). Aleck Co	d / Equitible Building Name:	
Are there any outstanding order Angeles Department of Building Community Investment Departm IISTORCIAL SIGNIFICAN IN Histone-Cultural Monumer HCM Number. 1088 Contributor to a Historic PF HPOZ Name: riginal Construction Date.	and Safety or Los bent? ICE It (HCM) HCM Name: Reseraviton Overla <u>1929</u> Ar Gothic Revival and <b>owner(s) of th</b> ttract.	Angeles Housing + Bank of Hollywood y Zone (HPOZ) Historic Property chitect(s). Aleck Co 4 Art Deco	d / Equitible Building Name: urlett	
Are there any outstanding order singeles Department of Building community Investment Departm IISTORCIAL SIGNIFICAN X Historic-Cultural Monumer HCM Number. 1088 Contributor to a Historic PF HPOZ Name: riginal Construction Date. rchitectural Style: Late arm (We are) the present	and Safety or Los bent? ICE It (HCM) HCM Name: Reseraviton Overla <u>1929</u> Ar Gothic Revival and <b>owner(s) of th</b> ttract.	Angeles Housing + Bank of Hollywood y Zone (HPOZ) Historic Property chitect(s). Aleck Co 4 Art Deco e property describ	I / Equitible Building Name: urlett ed above and h	
Are there any outstanding order lingeles Department of Building community Investment Department IISTORCIAL SIGNIFICAN IISTORCIAL SIGNIFICAN IIISTORCIAL SIGNIFICAN IIIISTORCIAL SIGNIFICAN IIIISTORCIAL SIGNIFICAN IIIISTORCIAL SIGNIFICAN IIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIII	and Safety or Los bent? ICE it (HCM) HCM Name: Reseraviton Overla <u>1929</u> Ar Gothic Revival and owner(s) of th htract. <u>29/0</u> Date	Angeles Housing + Bank of Hollywood y Zone (HPOZ) Historic Property chitect(s). Aleck Co A Art Deco e property describ 6/15 Owner Sig	I / Equitible Building Name: urlett ed above and h	ereby apply for

### MILLS ACT HISTORICAL PROPERTY CONTRACT APPLICATION "ATTACHMENT E"

# Name: Yelki Pty Ltd

Write first and last name

Address(es) of other property owned in the City of Los Angeles:

3147-3149 Helms Ave, Los Angeles, 90034

Property Address 6251 & 6253 Ho		
Ogner(s) of Property: John Stew	vart, Carl Ferro	
Owner(s) Mailing Address 811 W.	Deer Valley Road, Phoenix, AZ 85027	
Home Telephone	Work Telephone 323855	3755
Nobile Telephone	Alternate Telephone	
Owner(s) Email: John@Sunfare.c	om Alternate Email cari@s	unfare.com
PROPERTY INFORMATION		
egal Description: Trect: TR 060544:	-C Block: None Lot: LT 1	ARB: None
Assessor Identification Number (All	N): 5548-030-78 Council 1	District No.: 13
Property Purchase Date:	Most Recent Assessed Value 3	395000
Dwner Occupied: XYes O No		y / Commercial / Industrial
	i within the City of Los Angeles are noted on a chment E", and submitted with this application?	O Yes 🔇 NA
axes on all property owned within the	City of Los Angeles are PAID to date?	ØYes ONO
the there any outstanding orders to co Angeles Department of Building and Bu	mply against the property from the Los afety or Los Angeles Housing +	🔾 Yes 😡 No
ISTORCIAL SIGNIFICANCE	И)	
ISTORCIAL SIGNIFICANCE Historic-Cultural Monument (HCM	HCM Name: Bank of Hollywood / Equilible Building	ng
HISTORCIAL SIGNIFICANCE THIstoric-Cultural Monument (HCM HCM Number: 1088 H	HCM Name: Bank of Hollywood / Equilible Building	ng
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#### MILLS ACT HISTORICAL PROPERTY CONTRACT APPLICATION "ATTACHMENT E"

Name: CARI Fano

Write first and last name

Address(es) of other property in the City of Los Angeles:

Property Address 6251 & 6253 Hollywood Blvd 90	1
Owner(s) of Property: Cameron Nunez	
Owner(s) Mailing Address 6253 Hollywood Blvd #9	901
Home Telephone	Work Telephone 7149062819
Mobile Telephone	Alternate Telephone
Owner(s) Email: colleentmulligan@gmail.com	Alternate Email
PROPERTY INFORMATION	
Legal Description: Tract: TR 060544:-C BI	ock: <u>None</u> Lot: <u>LT1</u> ARB: <u>None</u>
Assessor Identification Number (AIN):5546-030- 79	Council District No.: 13
Property Purchase Date:	Most Recent Assessed Value 549,805
Owner Occupied: XYes O No Use: O Single-F	
Addresses for all other property owned within the City ofLos seperate sheet of paper, Labeled "Attachment E", and subr	nitted with this application? GYes ØNA
Taxes on all property owned within the City of Los Angeles	are PAID to date? ØYes O No
Are there any outstanding orders to comply against the prop Angeles Department of Building and Safety or Los Angeles Community Investment Department?	
HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCM)	
HCM Number: 1088 HCM Name: Bar	k of Hollywood / Equitible Building
Contributor to a Historic PReseraviton Overlay Zone (	HPOZ)
HPOZ Name: His	storic Property Name:
Original Construction Date: 1929 Architect(s)	: Aleck Curlett
Architectural Style: Late Gothic Revival and Art Dec	0
I am (We are) the present owner(s) of the prope an historical property contract. Canual C. Juny 7/7/2015	erty described above and hereby apply for
Owner Signature Date	Owner Signature Date
Cameron C. Nuñez	
Print Name	Print Name
·	

Exhibit "A"

#### CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM
OWNER INFORMATION
PROPERTY ADDRESS: 6251 ¢ 6253 Holly wood Blud # 902
OWNER(S) OF PROPERTY: Elizabeth Mary Pashley & Wayne Pashley
OWNER(S) MAILING ADDRESS: 6253 Holly Wood 21vd # 902
HOME TELEPHONE: WORK TELEPHONE: 6/4/2043361
MOBILE TELEPHONE:
MOBILE TELEPHONE: ALTERNATE TELEPHONE: OWNER(S) EMAIL: <u>1166406619600000</u> . Owner(S) EMAIL:
PROPERTY INFORMATION
Legal Description: TRACT: TROGO 544C BLOCK: LOT: LT ARB: None
Assessor Identification Number (AIN): 5546 - 030 - 20 COUNCIL DISTRICT NO.: 13
PROPERTY PURCHASE DATE: 1 6 14 MOST RECENT ASSESSED VALUE:
Owner Occupied: 🛠 Yes C No Use: C Single-Family Dwelling & Multh-Family/Commercial/Industrial
Addresses for all other property owned within the City of Los Angeles are noted on a Cores Rona separate sheet of paper, labeled "Attachment E", and submitted with this application?
Taxes on all property owned within the City of Los Angeles are PAID to date?
ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY CYES X NO FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT?
HISTORICAL SIGNIFICANCE
HCM NUMBER: 1082 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 Curlet
ORIGINAL CONSTRUCTION DATE: 1929 ARCHITECT(S): Aleck Curlet 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.
OWNER SIGNATURE DATE DATE DATE
PRINT NAME PRINT NAME
EXHIBIT "A" Revised January 2015

Property Address 6251 & 6253 Hollywoo	d Blvd 903	
Owner(s) of Property: Larry Shontz & Glo	oria J-P Shontz	
Owner(s) Mailing Address 2415 South C	hester Springs Road	
Hame Telephone	Work Telephone 215603	17138
Mobile Telephone	Attemate Telephone 610 1	8277198
Owner(s) Email:getlexis@gmail.com	Alternate Email gishon	tz@aol.com
PROPERTY INFORMATION		
Legal Description: Tract TR 060544-C.	Block: None Lot: LT1	ARB: None
Assessor identification Number (AIN): 5	546-030-8 <u>1</u> Council	District No.: 13
Property Purchase Date: 12-12-200	08 Nost Recent Assessed Value	\$121 000
Owner Occupied: Yes 😵 No Use: (		y / Commercial / Industrial
Addresses for all other property owned within th		
seperate sheet of paper, Labeled "Attachment E		
Taxes on all property owned within the City of L	os Angeles are PAID to date?	ØYes ONo
Are there any outstanding orders to comply aga Angeles Department of Building and Safety or L Community Investment Department?		OYes (S) No
Historic-Cultural Monument (HCM)     HCM Number: 1088 HCM Nam		9
Contributor to a Historic PResenaviton Ove		
HPOZ Nama:	Historic Property Name:	
Original Construction Data: 1929	Architect(s): Alack Curlett	•
Architectural Style: Late Gothic Revival a	and Art Deco	
am (We are) the present owner(s) of an historical property contract. 6-3. Owner signature Da La RRY Showtz Print Name	2-15 Aloria P Des	12 6-30-15 Date
	Exhibit "A"	levised January 2015

Owner(s) of Property James Sonzero         Owner(s) Mailing Address 6253 Hollywood Blvd., 904, Los Angeles, CA 90028         Home Telephone 213-590-4598       Work Telephone 213-631-0332         Mobile Telephone 213-590-4598       Alternate Telephone         Owner(s) Email: jsonzero@mac.com       Alternate Telephone         PROPERTY INFORMATION       Boock: Kons       Lot:	Property Address 6251 &6253 Hollywoo	ou bivu., 304		
Home Telephone 213-590-4598     Work Telephone 213-631-0332       Mobile Telephone 213-590-4598     Alternate Telephone       Owner(s) Email: jsonzero@mac.com     Alternate Telephone       PROPERTY INFORMATION     Alternate Email:avasydney@me.com       Property INFORMATION     Back: Home       Assessed Membrasion Number (AIN):     5546-030-82       Property Purchase Data:     Most Recent Assessed Value       Amer Occupied.     Qives O No       Use:     Single-Fermly Dwelling       Owner (algorithmet of Galding and Salety or Los Angeles are noted on a copiers is sheet of paper, Labeled "Altachment #". and submitted with this application?       Yee     Øives O No       Te Barron-Cultural Menumers (HCM)       Historic Cultural Menumers (HCM)       Historic Cultural Menumers (HCM)       Historic Property Name:       Te Intercent of apperty contract.       Historic Property Name:       Te Intercent of apperty optimation of the Date of the property Name:       Te Intercent of the property c	Owner(s) of Property James Sonzero			
Mobile Telephone 213-590-4598       Alternate Telephone         Owner(s) Email: jsonzero@mac.com       Alternate Telephone         PROPERTY INFORMATION eget Description: Tract: TR 060544-C       Block: Hone       Lot: LT1       ARB: None         Assessers Menthization Number (AIN):       5546-030-82       Gewinel District No.: 13         Property Purchase Date:       Moet Recent Assessed Value       None         Assessers Menthization Number (AIN):       5546-030-82       Gewinel District No.: 13         Property Purchase Date:       Moet Recent Assessed Value       Somer Occupied.       Wate One         America Strategion:       Moet Recent Assessed Value       Moet Recent Assessed Value       Moet Recent Assessed Value         America Strategion:       One       One of Strategion Operation of Strategion of Strategion Operation Operation of Strategion Operation Opera	Owner(s) Mailing Address 6253 Holly	wood Blvd., 904, Los Ar	igeles, CA 90028	
Owner(s) Email: jsonzero@mac.com       Alternate Email: avasydney@me.com         PROPERTY INFORMATION egel Description: Tract: TR 060544-C       Back: Kone       Lnt: LT1       ARB: None         Assessor Manthastion Number (AIN):       5546-030-82       Council District No.: 13         Property Purchass Date:       Most Recent Assessed Value         Demer Occupied.       Yes: O No       Use: O Single-Family Develop O Multi-Ambly (Commencial ) Indu- differesses for all other property owned within the City of Los Angeles are noted on a expension short of paper, Labeled "Atlantment E". and submitted with this application?       O Yes: O Multi-Amble (AIN):         Vire Bare any catstanding onders to comply against the property from the Los:       O Yes: O No         Vire Bare any catstanding onders to comply against the property from the Los:       O Yes: O No         Vire Bare any catstanding onders to comply against the property from the Los:       O Yes: O No         Vire Bare any catstanding and Balety or Los Angeles Housing +       O Yes: O No         Vire Bare any catstanding onders to comply against the property from the Los:       O Yes: O No         Vire Bare any catstanding onders to comply against the property from the Los:       O Yes: O No         Vire Bare any catstand Monumerr (HCM)       HCM Namber:       O Yes: O No         HESTORCIAL SIGNIFICANCE       Estimation Property Name:       O Yes: O No         Conerbutor to a Heavier PReservation Overlag Zone (HPO2)	Home Telephone 213-590-4598	Wo	rk Telephone 213-6	31-0332
PROPERTY INFORMATION ogel Description: Tract: TR 060544-C       Block: More part Description: Tract: TR 060544-C       Block: More Lot: LT1 ARB: More Assessment Islandtfacation Namber (AIN): 5546-030-82       Council District No.: 13         Property Purchase Date:       Moet Recent Assessed Value       Some Coupled District No.: 13         Property Purchase Date:       Moet Recent Assessed Value       Some Coupled District No.: 13         Property Purchase Date:       Moet Recent Assessed Value       Some Coupled District No.: 13         Property Purchase Date:       Moet Recent Assessed Value       Some Coupled District No.: 13         Property Purchase Date:       Moet Recent Assessed Value       Some Coupled District No.: 13         Property Purchase Date:       Moet Recent Assessed Value       Some Coupled District No.: 13         Property Purchase Date:       Moet Recent Assessed Value       Some Coupled District No.: 13         Property Purchase Date:       Over One Angeles Departy owned within the Day of Los Angeles are PAD to date?       Øver Øver Øver Øver Øver Øver Øver Øver	Mobile Telephone 213-590-4598	Alt	ernate Telephone	
eggt Description: Trect:       TR 060544-C       Block: More       Lot:       LT1       ARB: None         Assesser MenthExition Number (AIN):       5546-030-82       Council District No.:       13         Property Purchase Date:       Most Recent Assessed Value         Owner Occupied.       @Yes:       No.       Use:       © Single-Femily Dweling       @Multi-family induced Value         Where Sees to all other property owned within the City of Los Angeles are noted on a seperate sheet of paper, Labeled "Attachment E", and submitted with the supplication?       Ø Yes:       Ø Ho         Variates on all property owned within the City of Los Angeles are noted on a seperate sheet of paper, Labeled "Attachment E", and submitted with the supplication?       Ø Yes:       Ø Ho         Variates on all property owned within the City of Los Angeles are noted on a seperate sheet of paper, Labeled "Attachment E", and submitted with the Los of Yes:       Ø Yes:       Ø Ho         Variates any catagoding onders to comply against the property from the Los       Ø Yes:       Ø Yes:       Ø No.         Ingeles Department of Babling and Bablety or Los Angeles Housing +       Ø Yes:       Ø Yes:       Ø Yes:       Ø No.         Ingeles Department of Babling and Bablety or Los Angeles Housing +       Ø Yes:       Ø Yes:<	Owner(s) Email: jsonzero@mac.com	Alte	ernate Email:avasyd	ney@me.com
Legel Description: Trect: TR 060544-C       Block: kone       Lot: LT1       ARB: None         Assesser Mentification Number (AIN):       5546-030-82       Councel District No.: 13         Property Purchass Onts:       Moet Recent Assessed Vake         Owner Occupied.       @Yes: O No       Like: O Single-Femily Dwelling       @Multi-Generic Commenciel J Induc         Addresses for all other property owned within the City of Los Angeles are noted on a seperate sheet of paper, Labeled "Attachment #". and submitted with this application?       ØYes: O No         Arabies any cadatanding orders to comply against the property form the Los       ØYes: O No       ØYes: O No         Arabies any cadatanding orders to comply against the property form the Los       ØYes: O No       ØYes: O No         Arabies any cadatanding orders to comply against the property form the Los       ØYes: O No       ØYes: O No         Arabies any cadatanding orders to comply against the property form the Los       ØYes: O No       ØYes: O No         Matter and attracting orders to comply against the property form the Los       ØYes: O No       ØYes: O No         Matter and attracting orders to comply against the property form the Los       ØYes: O No       ØYes: O No         Matter and the adder of Babiting and Babety or Los Angeles Housing +       ØYes: O No       ØYes: O No         Community Investment Department of Babiting and Babety or Los Angeles       Housing +       Ø	and the state of the			
Property Parchase Date: Most Recent Assessed Value Property Parchase Date: Most Recent Assessed Value Omer Occupied. (a) Yes () No Use: () Single-Femily Dwelling (a) Multi-femily / Commercial / Induc Addresses for all other property owned within the City of Los Angeles are noted on a reperate sheet of paper, Labeled "Attachment 2", and extratiled with the application? (Yes () No Use () Addresses for all property owned within the City of Los Angeles are PAD to date? (Induct of paper, Labeled "Attachment 2", and extratiled with the application? () Yes () No Use () The Bare any cudatending orders to comply against the property from the Los (Induct of Balleting and Ballety or Los Angeles Housing + Community Investment Department?  INSTORCIAL SIGNIFICANCE (Internet of Balleting and Ballety or Los Angeles Housing + Community Investment Department?  INSTORCIAL SIGNIFICANCE (Internet of Balleting and Ballety or Los Angeles Housing + Community Investment Department?  INSTORCIAL SIGNIFICANCE (Internet of Balleting and Ballety or Los Angeles Housing + Community Investment Department?  INSTORCIAL SIGNIFICANCE (Internet of Balleting and Ballety or Los Angeles Housing + Community Investment Department?  INSTORCIAL SIGNIFICANCE (Internet of Balleting and Ballety or Los Angeles Housing + Community Investment Department?  INSTORCIAL SIGNIFICANCE (Internet of Balleting and Ballety or Los Angeles Housing + Community Investment Department?  INSTORCIAL SIGNIFICANCE (Internet of Balleting and Property Contents (HCM))  INSTORCIAL SIGNIFICANCE (Internet of Balleting and Ballety or Los Angeles Housing + Community Investment Department?  INSTORCIAL SIGNIFICANCE (Internet of Balleting and Ballety or Los Angeles Housing + Community Investment?  INSTORCIAL SIGNIFICANCE (Internet of Balleting and Ballety or Los Angeles Housing + Community Investment?  INSTORCIAL SIGNIFICANCE (Internet of Balleting and Ballety or Los Angeles Housing + Community Investment?  INSTORCIAL SIGNIFICANCE (Internet of Balleting and Angeles Angeles House and hereby a		Block: Ki	Mate Loš:	LT1 ARB: None
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Amer Cocupied.          Yes       No       Use:          Single-Fishily Dwelling.          Multi-fumity / Commercial > Induced definesses for all other property owned withith the City of Los Angeles are noted on a expension sheet of paper, Labeled "Attachment E", and submitted with this application?          Yes          Multi-fumity / Commercial > Induced definesses for all other property owned withith the City of Los Angeles are noted on a expension of the property owned within the City of Los Angeles are PAED to date?          ØYes          ØNo         avers on all property owned within the City of Los Angeles are PAED to date?          ØYes          ØNo         are the any cudstanding orders to comply against the property from the Los          ØYes          ØNo         ageles Elepartment of Balting and Baltety or Los Angeles Housing +          ØYes          ØNo         Ageles Elepartment of Balting and Baltety or Los Angeles Housing +          ØYes          ØNo         HSTONCIAL SIGNIFICANCE          Fisteric-Cultural Monumern (HCM)         HCM Number: 1088         HCM Name: BANK of HOLLYWOOD/EQUITIBLE building           ØYes          ØNo          HCM Number: 1088         HCM Name: Hestoric Property Name: 1089         Hestoric Property Name: 1089         Hestoric Property Name: 1089         Hestoric Property Name: 1089         MCM Architect(s): ALECK CURLETT         Tohlectard Bhrie: ILate Gothic Revival and Art Deco         MCM Aug          Ønte Owner Signature         Date         MCM Aug	Property Purchase Orth:	Na.at D		
Addresses for all other property owned within the City of Los Angeles are noted on a expensio sheet of paper, Labeled "Attachment #". and submitted within this application?       Ores Of MA         Insets on all property owned within the City of Los Angeles are PAED to dete?       Ores O No         Insets on all property owned within the City of Los Angeles are PAED to dete?       Ores O No         Insets on all property owned within the City of Los Angeles are PAED to dete?       Ores O No         Insets on all property owned within the City of Los Angeles are PAED to dete?       Ores O No         Insets on all property owned within the City of Los Angeles are PAED to dete?       Ores O No         Insets on all property owned within the City of Los Angeles are property from the Los       Ores O No         Insets on all property owned within the City of Los Angeles Housing +       Ores O No         Insets on cutual Monument (HCM)       HESTORCIAL SIGNIFICANCE         Its fister cutual Monument (HCM)       HCM Name       BANK of HOLLYWOOD/EQUITIBLE bUILDING         Information Deter       1929       Architect (if): ALECK CURLETT	• •			
Bases on sit property owned within the City of Los Angeles are PAED to data?       ØYes       No         In there any catabanding orders to comply against the property from the Los ageles Department of Balting and Balety or Los Angeles Housing + Sommunity Investment Department?       ØYes       No         INSTONCIAL SIGNIFICANCE       Balting and Balety or Los Angeles Housing + Sommunity Investment Department?       ØYes       No         INSTONCIAL SIGNIFICANCE       Fistore-Cutural Monument (HCM)       BANK of HOLLYWOOD/EQUITIBLE building       ØYes         INSTONCIAL SIGNIFICANCE       INSTONCCIAL SIGNIFICANCE       BANK of HOLLYWOOD/EQUITIBLE building       ØYes         INSTONCIAL SIGNIFICANCE       INSTONCCIAL SIGNIFICANCE       BANK of HOLLYWOOD/EQUITIBLE building       ØYes         INSTONCCIAL SIGNIFICANCE       INSTONCCIAL SIGNIFICANCE       BANK of HOLLYWOOD/EQUITIBLE building       ØYes         INSTONCCIAL SIGNIFICANCE       INSTONCCIAL SIGNIFICANCE       BANK of HOLLYWOOD/EQUITIBLE building       ØYes         INSTONCCIAL SIGNIFICANCE       INSTONCE       INSTONCE       INSTONCE       ØYes         INSTONCCIAL SIGNIFICANCE       INSTONCE       INSTONCE       INSTONCE       ØYes         INSTONCE       INSTONCE       INSTONCE       INSTONCE       INSTONCE         INSTONCE       INSTONCE       INSTONCE       INSTONCE       INSTONCE	uddresses for all other property owned will	its the City of Los Angels	s are noted on a	_
In the any cutstanding orders to comply against the property from the Los       Ores       Ores </th <th>eperate sheet of paper, Labeled "Attachm</th> <th>ent E', and submitted w</th> <th>in this application?</th> <th>OYM ONA</th>	eperate sheet of paper, Labeled "Attachm	ent E', and submitted w	in this application?	OYM ONA
Uns Bare any cutstanding orders to comply against the property from the Los (ngeles Department of Balting and Balety or Los Angeles Housing + Sommunity Investment Department?	axes on all property consid within the City	of Los Angelts are PAL	Calabo C	ØYes O No
Ingeles Department of Bulking and Balety or Los Angeles Housing + Community Investment Department? HSTORCIAL SIGNIFICANCE Testore-Gubune Menumers (HCM) HCM Number: 1088 HCM Name BANK of HOLLYWOOD/EQUITIBLE bUILDING Constbutor to a Historic Property Tone (HPQ2) HPC2 Name: Historic Property Name: Ingunal Construction Date 1929 Architecil(s): ALECK CURLETT rohitectural Style: ILate Gothic Revival and Art Deco any (Weare) the present owner(e) of the property described above and hereby apply for in vision call property construct. MUM MUM 7:115 Historic Signature Date Owner Signature Date MM4 MUMMU	m fham, an , a bianding asiew is some		any blicar d'anna	
Conscioulor to a Historic PResensivition Overlay Zone (HPQZ) HPC/2 Name: Historic Property Name: Ingunal Construction Dates 1929 Architect(it): ALECK CURLETT rothRectural Style: ILate Gothic Revival and Art Deco any (Weighter) the present connertie) of the property described above and hereby apply for in Netionical property contract. Will M.D. 7.1 [5] Number Signature Date Date Owner Signature: Date XM4 MDMMM		er Los Angeles Housing	<b>] +</b>	
HPC2 Name:       Historic Property Name:         Inginal Construction Dates       1929       Architect(it):       ALECK CURLETT         Inchitectural Style:       ILate Gothic Revival and Art Deco       Antifice property class ribed above and hereby apply for in Netionical property contract.         Image: Signature       Date       Owner Signature:       Date         MM4       MM4       MM4       Date       Date	Community Invictment Department? ISTORCIAL SIGNIFICANCE		- 	
rginal Construction Dates <u>1929</u> Architectifity: ALECK CURLETT rohitectural Style: ILate Gothic Revival and Art Deco any (Weighter) the present owner(a) of the property described above and hereby apply for in historical property contract. <u>Wighter</u> <u>7.1</u> [7] where Signature Date Date Date Date	Community Investment Department? IISTORCIAL SIGNIFICANCE E Historic-Cultural Monument (HCM) HCM Number: <u>1088</u> HCM	Name BANK of HO	- 	
The former style: ILate Gothic Revival and Art Deco any (We are) the present owner is) of the property described above and hereby apply for in Vetorical property contract. Why May 1.15 whe Signature Date Owner Signature: Date MM4 MONTAND	IBTORCIAL SIGNIFICANCE ISTORCIAL SIGNIFICANCE ISTORC	Name BANK of HO	- 	
In Netorical property contract. When the present contract. When the property contract. Date Date Date Date Date Date	IBTORCIAL SIGNIFICANCE  IBTORCIAL SIGNIFICANCE  IBTORCIAL SIGNIFICANCE  IBIORC-Gultural Monument (HCM) HCM Number: 1088 HCM Contributor to a Historic PResentation	Name BANK of HO Overlag Zone (HPQZ)	LLYWOOD/EQUITIB	
n feisionical property contract. <u>MU (MU) 7.115</u> here Signature Date Owner Signature Date <u>KM4 HONZMEN</u>	Constant to a Historic PReservitor HECZ Name:	Narma BANK of HO Overlag Zone (HPO2) Hatoric Pr	LLYWOOD/EQUITIB aperly Name:	
JAMES HONZLED	Construction Date: 1929	Name BANK of HO Overlag Zone (HPQZ) Historic Pr Architect(id): AL	LLYWOOD/EQUITIB aperly Name:	
rint Name Print Name	Constant of the present contract.	Name BANK of HO Overlag Zone (HPOZ) Historic Pr Archiect(id): Al I and Art Deco	LLYWOOD/EQUITIB aperly Name: ECK CURLETT	
	Constant Significance	Name BANK of HO Overlag Zone (HPOZ) Historic Pr Archiect(s): AL I and Art Deco ) of the property de 7.1 [5]	LLYWOOD/EQUITIB	nd hereby apply for
	Community Investment Department?	Name BANK of HO Overlag Zone (HPOZ) Hatoric Pr Archieci(s): AL Land Art Deco ) of the property de 1.1 [5] Date Own	ECK CURLETT	nd hereby apply for
	Community Investment Department?	Name BANK of HO Overlag Zone (HPOZ) Hatoric Pr Archieci(s): AL Land Art Deco ) of the property de 1.1 [5] Date Own	ECK CURLETT	nd hereby apply for

Exhibit "A"

Revised January 2015

	3 Hollywood Bl	vu 905		
Owner(s) of Property:-	And	Irew Chang		
Owner(s) Mailing Address 625	53 Hollywood E	3lvd #905		
Home Telephone		Work Telepho	one	
Mobile Telephone 909-45	1-3701	Alternate Tele	phone	
Owner(s) Email: andylew.chan	ng@gmail.com	Alternate Em	ail	
PROPERTY INFORMATION	<u>ni dimi di nanza di marta di dina di di</u>			
Legal Description: Tract: TR 060	544:-C	Block: None	Lot: <u>LT 1</u>	ARB: None
Assessor Identification Number	(AIN):5546- (	030- 83	_ Council Dis	strict No.: 13
Property Purchase Date: 9-	17-2010	Most Recent As	sessed Value 46	3711
Owner Occupied: XYes Or	No Use: 🔿 S	Single-Family Dwelling	🗙 Multi-family /	Commercial / Industrial
Addresses for all other property ow seperate sheet of paper, Labeled ",				Øyes () NA
Taxes on all property owned within	the City of Los A	ngeles are PAID to date	?	Yes O No
Are there any outstanding orders to	comply against t	the property from the Lo	5	Over MNO
Angeles Department of Building an		• • •		
HISTORCIAL SIGNIFICANCI				
<b>—</b>		Bank of Hollywood /	Equitible Building	
X Historic-Cultural Monument (H	HCM) HCM Name:		Equitible Building	
X         Historic-Cultural Monument (H           HCM Number:         1088	HCM) HCM Name:			
<ul> <li>X Historic-Cultural Monument (H HCM Number: 1088</li> <li>Contributor to a Historic PRes HPOZ Name:</li> </ul>	HCM) HCM Name: eraviton Overlay 2	Zone (HPOZ)	ame:	
HCM Number: 1088 Contributor to a Historic PRes HPOZ Name: Driginal Construction Date:	HCM) HCM Name: eraviton Overlay 2	Zone (HPOZ) Historic Property Na hitect(s): Aleck Curle	ame:	
X Historic-Cultural Monument (H HCM Number: 1088 Contributor to a Historic PRes HPOZ Name: Driginal Construction Date: Architectural Style: Late Got am (We are) the present or	HCM Name: eraviton Overlay 2 1929 Arch thic Revival and A vner(s) of the	Zone (HPOZ) Historic Property Na hitect(s): Aleck Curle	ame: 	ereby apply for
X Historic-Cultural Monument (H HCM Number: 1088 Contributor to a Historic PRes HPOZ Name: Driginal Construction Date: Architectural Style: Late Got am (We are) the present or	HCM Name: eraviton Overlay 2 1929 Arch thic Revival and A vner(s) of the	Zone (HPOZ) Historic Property Na hitect(s): Aleck Curle Art Deco <b>property describec</b>	ame: 	ereby apply for
X       Historic-Cultural Monument (H         HCM Number:       1088         Image:       1000000000000000000000000000000000000	HCM Name: eraviton Overlay 2 1929 Arch thic Revival and A vner(s) of the act.	Zone (HPOZ) Historic Property Na hitect(s): Aleck Curle Art Deco <b>property describec</b>	ame: ett d above and he	ereby apply for Date
X       Historic-Cultural Monument (H         HCM Number:       1088         Contributor to a Historic PRes         HPOZ Name:         Driginal Construction Date:         Architectural Style:         Late Goi         am (We are) the present ovan historical property contration	HCM) HCM Name: eraviton Overlay 2 1929 Arch thic Revival and A vner(s) of the act. 7-6-2	Zone (HPOZ) Historic Property Na hitect(s): Aleck Curle Art Deco property described	ame: ett d above and he	
Historic-Cultural Monument (H HCM Number: 1088     Contributor to a Historic PRes HPOZ Name: Driginal Construction Date: Architectural Style: Late Go am (We are) the present ov an historical property contra	HCM) HCM Name: eraviton Overlay 2 1929 Arch thic Revival and A vner(s) of the act. 7-6-2	Zone (HPOZ) Historic Property Na hitect(s): Aleck Curle Art Deco property described	ame: ett d above and he	

#### MILLS ACT HISTORICAL PROPERTY CONTRACT APPLICATION "ATTACHMENT E"

Name: Andrew Chang Write first and last name

Address(es) of other property owned in the City of Los Angeles:

900 W. Olympic Blud # 32B, Los Angeles CA 90015

#### CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM
OWNER INFORMATION
PROPERTY ADDRESS: 4751 2 6253 Holly Wood Blod #906
OWNER(S) OF PROPERTY: Acielle Vandenberg
OWNER(S) MAILING ADDRESS: (1253 HOLLY WOOD BIND # 906 LOSANGeles (49002)
HOME TELEPHONE; 310-987-6143 WORK TELEPHONE: 310-987-6143
MOBILE TELEPHONE: 310-987-6143 ALTERNATE TELEPHONE: 11 11
OWNER(S) EMAIL: ARIELLEVAN@YAHOO.COM
PROPERTY INFORMATION
Legal Description: TRACT: TROGO544C BLOCK: NOWE LOT: LT/ ARB: NONE
Assessor Identification Number (AIN): <u>5546</u> - <u>030</u> - <u>084</u> COUNCIL DISTRICT NO.: <u>13</u>
PROPERTY PURCHASE DATE: 9/17/15 MOST RECENT ASSESSED VALUE: 70014
OWNER OCCUPIED: XYES ONO USE: Single-Family Dwelling O Multi-Family/Commercial/Industrial
ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A
SEFANATE SHEET OF FARER, LABELED ATTACHMENT E, AND SUBMITTED WITH THIS APPLICATION (
TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE?
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?
HISTORICAL SIGNIFICANCE
HISTORIC-CULTURAL MONUMENT (HCM)
HCM NUMBER: 1088 HCM NAME: Bank of Hollywood Equitible Building
CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)
HPOZ NAME: HISTORIC PROPERTY NAME:
ORIGINAL CONSTRUCTION DATE: 1929 ARCHITECT(S): Aleck Curkt
ARCHITECTURAL STYLE: Laber Gothic Revival and Art Deco
AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL
July 18, 2016
Owner Signature Date Owner Signature Date
PRINT NAME PRINT NAME
EXHIBIT "A" REVISED JANUARY 2015

	07			
Owner(s) of Property: Casey D. Sabol & John De		Debella		
Owner(s) Mailing Address 6253 Hollywood Blvd #		040004000	~~	
Home Telephone	Work Telephone	610331330	)2	
Mobile Telephone	Alternate Telepho	ne		
Owner(s) Email:casey@caseysabolmusic.com	Alternate Email			
PROPERTY INFORMATION Legal Description: Tract: TR 060544:-C	Block: None	Lot: LT 1	ARE	3: None
Assessor Identification Number (AIN): 5546-030- 8	85	Council Dist	rict No :	12
Property Purchase Date: 8/22/2.014			-	
	Most Recent Asses	Multi-family / C		al / Industrial
Addresses for all other property owned within the City of L		-	-	-
seperate sheet of paper, Labeled "Attachment E", and sul	bmitted with this applic	ation?	OYes	🗴 NA
Taxes on all property owned within the City of Los Angele	es are PAID to date?		Ø Yes	O No
Are there any outstanding orders to comply against the pr Angeles Department of Building and Safety or Los Angele Community Investment Department?			OYes	😡 No
HISTORCIAL SIGNIFICANCE				
	ank of Hollywood / Eq	iitible Building		
Contributor to a Historic PReseraviton Overlay Zone	(HPOZ)			-
	listoric Property Name	:		
Original Construction Date: 1929 Architect(	(s): Aleck Curlett			and over the supplication of the supplication
Architectural Style: Late Gothic Revival and Art De	 eco			
	perty described a	Dove mane he	reby ap	ply for 6/21/15 _6/27/2015
am (We are) the present owner(s) of the prop an historical property contract.	perty described a	Dord	reby ap ار	ply for 6/21/15 6/27/2015 Date
an historical property contract.	MEL Sch	Dord	reby ap	6/21/15 6/27/2015

Exhibit "A"

Revised January 2015

#### CITY OF LOS ANGELES

d Unit 908 Los Angeles, (	A 90028		
		•	
Boulevard, Unit 908 Los A	ingeles, CA 9002	28	
WORK TELEPHO	NE: (323) 468-41	130	
ALTERNATE TELE	PHONE:		
ALTERNATE EMA	IL: av@augury.	me	
BLOCK: None	LOT: <u>LT 1</u>	ARB: None	
- <u>030 - 086</u>	COUN	CIL DISTRICT NO.: 13	
MOST RECENT ASSESSED	VALUE: <u>\$843,11(</u>	0.00	
C SINGLE-FAMILY DWELLING	Multi-Fami	ly/ Commercial/ Indu	JSTRIAL
		YES	⊂ NA
LOS ANGELES ARE PAID TO	DATE?	YES	( No
AGAINST THE PROPERTY AND SAFETY OR LOS PARTMENT?		( Yes	€ No
of Hollywood / Equitable	Building		
ERLAY ZONE (HPOZ)			
HISTORIC PROPERTY	( NAME:		
ARCHITECT(S): Alect	Curlett		
Deco			
	ND HEREBY APPLY	FOR AN HISTORICAL	
		DA <sup>*</sup>	
	Boulevard, Unit 908 Los A WORK TELEPHO ALTERNATE TELE ALTERNATE TELE BLOCK: NONE - 030 - 086 MOST RECENT ASSESSED C SINGLE-FAMILY DWELLING THE CITY OF LOS ANGELES A C AND SUBMITTED WITH THE LOS ANGELES ARE PAID TO AGAINST THE PROPERTY AND SAFETY OR LOS PARTMENT? OF HOILYWOOD / Equitable FERLAY ZONE (HPOZ) HISTORIC PROPERTY ARCHITECT(S): Alect Deco	Boulevard, Unit 908 Los Angeles, CA 9003 WORK TELEPHONE: (323) 468-41 ALTERNATE TELEPHONE: ALTERNATE EMAIL: av@augury.i BLOCK: NONE LOT: LT 1 BLOCK: NONE LOT: LT 1 BLOCK: NONE LOT: LT 1 - 030 - 086 COUNE MOST RECENT ASSESSED VALUE: \$843,110 Single-FAMILY DWELLING © MULTI-FAMI THE CITY OF LOS ANGELES ARE NOTED ON A AND SUBMITTED WITH THIS APPLICATION? LOS ANGELES ARE PAID TO DATE? AGAINST THE PROPERTY AND SAFETY OR LOS PARTMENT? Of Hollywood / Equitable Building rerLAY ZONE (HPOZ) HISTORIC PROPERTY NAME: ARCHITECT(S): Aleck Curlett Deco PERTY DESCRIBED ABOVE AND HEREBY APPLY 29-15	Boulevard, Unit 908 Los Angeles, CA 90028         WORK TELEPHONE:         ALTERNATE TELEPHONE:         ALTERNATE EMAIL:         av@augury.me         BLOCK:       None         LOT:       LT1         ARB:       None

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

#### HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Swner(s) of Property: Johnny Fu Shing C Owner(s) Mailing Address 1804-1233 We	Chang		
· · · •			
	ast Cordova Street		
lome Telephone	Work Teleph	one	
Kobile Telephone	Alternate Tel	ephone	
Owner(s) Email: jfschang@gmail.com	Alternate Err	lia	
ROPERTY INFORMATION			
egal Description: Tract: TR 050544;-C	Block: None	Lot: LT1	ARB: Nons
Assessor Identification Number (AIN):	<b>546- 030- 87</b>	Council Di	strict No.: 13
Property Purchase Date:	Most Recent A	ssessed Value 39	4474
÷ •	Single-Family Dwelling	- ·	Commercial / Industrial
udresses for all other property owned within the eperate sheet of paper. Labeled "Attachment f	• •		🔿 Yes 🕱 NA
axes on all property owned within the City of L	os Angeles are PAID to dat	e?	XYes () No
re there any outstanding orders to comply aga ngeles Department of Building and Safety or L community Investment Department?		D <b>Ş</b>	Ø{Yes ○No
LICKI Mumber and DOSENS	max Damb at that sum and		
HCM Number: 1088 HCM Nan	erlay Zone (HPOZ)		
E Contributor to a Historic PReseraviton Ove	erlay Zone (HPOZ) Historic Property N	lame:	
Contributor to a Historic PReseraviton Ove	erlay Zone (HPOZ) Historic Property N Architect(s): Aleck Cu	lame:	
Contributor to a Historic PReseraviton Over HPOZ Name: niginal Construction Date: 1929 rchitectural Style: Late Gothic Revival am (We are) the present owner(s) of n historical property contract.	erlay Zone (HPOZ) Historic Property N Architect(s): Aleck Cui and Art Deco	lame: nett - od above and h	
Contributor to a Historic PReseraviton Over HPOZ Name: riginal Construction Date: <u>1929</u> rchitectural Style: <u>Late Gothic Revival</u> am (We are) the present owner(s) of n historical property contract.	erlay Zone (HPOZ) Historic Property N Architect(s): Aleck Cui and Art Deco the property describe MB30/15	lame: nett - od above and h	ereby apply for

MILLS ACT HISTORICAL PROPERTY CONTRACT APPLICATION

Property Address 6251 & 6253 Hol	lywood Blvd 10	01			
Owner(s) of Property: Robert S. Ol					
Owner(s) Mailing Address 16130 \	/entura Blvd #5	50			
Home Telephone		Work Telephone	81830568	10	
Mobile Telephone		Alternate Telepho	ne		
Owner(s) Email: bob@rsoadvisors	.com	Alternate Email			
PROPERTY INFORMATION Legal Description: Tract: TR 060544:-	с в	lock: None	Lot: LT 1	ARB	: None
Assessor Identification Number (AIN		8	Council Dis	trict No.:_	13
Property Purchase Date: $1\sigma/14/2$	<u> </u>	Most Recent Asses			
Owner Occupied: X Yes No	<u> </u>		)Multi-family /	Commerci	al / Industrial
Addresses for all other property owned seperate sheet of paper, Labeled "Attac	•	-		OYes	🌑 NA
Taxes on all property owned within the	City of Los Angeles	are PAID to date?		🕐 Yes	O No
Are there any outstanding orders to con	ply against the pro	perty from the Los		OYes	No No
Angeles Department of Building and Sa				0.00	
Community Investment Department?					
HISTORCIAL SIGNIFICANCE					
X Historic-Cultural Monument (HCM	)				
HCM Number: 1088 HC	CM Name: Ba	nk of Hollywood / Equ	itible Building		-
Contributor to a Historic PReserav	iton Overlay Zone	(HPOZ)			
HPOZ Name:	н	istoric Property Name	:		
Original Construction Date: 192	9 Architect(s	s): Aleck Curiett			
	 Revival and Art De				
·····	() 74				
I am (We are) the present owner an historical property contract.	r(s) of the prop	erty described al	bove and he	ereby ap	ply for
	1. 1.				
lot S. aleisten	6/11/15	<u></u>			
Owner Signature	Date	Owner Signatu	ire		Date
ROBERT S. OBERSTEN, TRUST	St				
Print Name		Print Name			

Exhibit "A"

#### CITY OF LOS ANGELES

HISTORICAL PR	OPERTY C	CONTRACT APP	LICATION F	ORM	
OWNER INFORMATION					
PROPERTY ADDRESS: 6253 Hollywood Bou	ulevard, #1002	2, Los Angeles, CA 90	028		
OWNER(S) OF PROPERTY:Gregg Simon					
Owner(s) Mailing Address:	ood Boulevar	d, #1002, Los Angele	s, CA 90028		
Home Telephone:		WORK TELEPHON	E:		
Мовіle Telephone: <sup>(917)</sup> 549-4056		ALTERNATE TELEP	HONE:		
Owner(s) Email: greggsimon@mac.com		Alternate Email	L:		
PROPERTY INFORMATION	e ganteran en es				
		BLOCK NODO		ADD. Nono	
Legal Description: TRACT: TR 060544-C					
Assessor Identification Number (AIN):					
PROPERTY PURCHASE DATE:11/23/2010					
Owner Occupied: 🖋 Yes 🔅 No	USE: CSING	GLE-FAMILY DWELLING	MULTI-FAMILY	/ Commercial/ Ind	USTRIAL
Addresses for all other property owned				C Yes	🖌 NA
SEPARATE SHEET OF PAPER, LABELED "ATTACH				Yes	
TAXES ON ALL PROPERTY OWNED WITHIN THE	CITY OF LOS AI	NGELES ARE PAID TO D	ATE?		
ARE THERE ANY OUTSTANDING ORDERS TO ( FROM THE LOS ANGELES DEPARTMENT OF B				<b>C</b> Yes	🖌 No
ANGELES HOUSING + COMMUNITY INVESTM					
HISTORICAL SIGNIFICANCE	, and an total and a second	900 - 10 - 10 - 10 - 10 - 10 - 10 - 10 -	an an Araba an Araba an Araba an Araba an Araba		· · . · ·
HISTORIC-CULTURAL MONUMENT (HCM)	1)				
HCM NUMBER: HCM NAME	: Bank of Hol	lywood / Equitable B	uilding		
CONTRIBUTOR TO A HISTORIC PRESERVA	TION OVERLAY	ZONE (HPOZ)			
HPOZ NAME:			NAME:		
ORIGINAL CONSTRUCTION DATE: 1929					
ARCHITECTURAL STYLE: Late Gothic Revival					
		an ar faith an the standard and the			
I AM (WE ARE) THE PRESENT OWNER(S) OF T	HE PROPERTY [	DESCRIBED ABOVE AND	D HEREBY APPLY F	or an Historical	
PROPERTY CONTRACT.					
Jeegg Suson	04/30/2015				
Owner Signature	Date	Owner Signature	E	DA	TE
Gregg Simon					

PRINT NAME

PRINT NAME

EXHIBIT "A"

**REVISED JANUARY 2015** 

Property Address 6251 & 6253	Hollywood Blvd	1003		
Owner(s) of Property: Jeffrey L	asecki			
Owner(s) Mailing Address 625	3 Hollywood Blvo	1003		
Home Telephone		Work Telephone 3	1072134	05
Mobile Telephone		Alternate Telephone		
Owner(s) Email: jlas22@gmail.	.com	Alternate Email		
		Diagla Nama 1 at	····	ARB: None
_egal Description: Tract: TR 0605			: <u>LT1</u>	
Assessor Identification Number		<u>    90                                </u>	ouncil Dis	trict No.: 13
Property Purchase Date: 6/	12/2010	Most Recent Assessed	Value 357	7647
Owner Occupied: XYes ON		· · · · ·		Commercial / Industr
Addresses for all other property own eperate sheet of paper, Labeled "A	-	-		
operate sheet of paper, Labered P		suomitteu with this application		OYes ∑NA ∑Yes ONo OYes ∑No
axes on all property owned within the	the City of Los Ange	eles are PAID to date?		XYes () No
	comply excinct the			OYes 10 No
Angeles Department of Building and	d Safety or Los Ange			
INTORCIAL SIGNIFICANCE	3 Safety or Los Ange ? E			
Angeles Department of Building and Community Investment Department	d Safety or Los Ange ? E ICM)		e Building	
Angeles Department of Building and Community Investment Department IISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (H	Safety or Los Ange	eles Housing + Bank of Hollywood / Equitibl	e Building	
ISTORCIAL SIGNIFICANCE MISTORCIAL SIGNIFICANCE Historic-Cultural Monument (H HCM Number: 1088	Safety or Los Ange	eles Housing + Bank of Hollywood / Equitibl	e Building	
ISTORCIAL SIGNIFICANCE MISTORCIAL SIGNIFICANCE Historic-Cultural Monument (H HCM Number: 1088 Contributor to a Historic PRese HPOZ Name:	Safety or Los Ange	Bank of Hollywood / Equitibl Ne (HPOZ) Historic Property Name:	e Building	
Angeles Department of Building and Community Investment Department IISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (H HCM Number: 1088 Contributor to a Historic PRese HPOZ Name: iginal Construction Date:	Safety or Los Ange ? ICM) HCM Name: eraviton Overlay Zor	Bank of Hollywood / Equitibl ne (HPOZ) Historic Property Name: ct(s): Aleck Curlett	e Building	
ISTORCIAL SIGNIFICANCE WISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (H HCM Number: 1088 Contributor to a Historic PRese HPOZ Name: iginal Construction Date: 1 chitectural Style: Late Gott	d Safety or Los Ange ? ICM) HCM Name: eraviton Overlay Zor 1929 Architec hic Revival and Art I	Bank of Hollywood / Equitibl ne (HPOZ) Historic Property Name: ct(s): Aleck Curlett Deco		
Angeles Department of Building and Community Investment Department IISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (H HCM Number: 1088 Contributor to a Historic PRese HPOZ Name: iginal Construction Date: 1 chitectural Style: Late Gott Im (We are) the present own	Safety or Los Ange CM) HCM Name: eraviton Overlay Zor 1929 Architec hic Revival and Art I mer(s) of the pro-	Bank of Hollywood / Equitibl ne (HPOZ) Historic Property Name: ct(s): Aleck Curlett Deco		
Angeles Department of Building and Community Investment Department IISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (H HCM Number: 1088 Contributor to a Historic PRese HPOZ Name: iginal Construction Date: 1 chitectural Style: Late Gott Im (We are) the present own	Safety or Los Ange CM) HCM Name: eraviton Overlay Zor 1929 Architec hic Revival and Art I mer(s) of the pro-	Bank of Hollywood / Equitibl ne (HPOZ) Historic Property Name: ct(s): Aleck Curlett Deco		
Angeles Department of Building and Community Investment Department IISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (H HCM Number: 1088 Contributor to a Historic PRese HPOZ Name: iginal Construction Date: 1 chitectural Style: Late Gott Im (We are) the present own	Safety or Los Ange CM) HCM Name: eraviton Overlay Zor 1929 Architec hic Revival and Art I mer(s) of the pro-	Bank of Hollywood / Equitibl ne (HPOZ) Historic Property Name: ct(s): Aleck Curlett Deco Operty described aboy		
Angeles Department of Building and Community Investment Department IISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (H HCM Number: 1088 Contributor to a Historic PRese HPOZ Name: iginal Construction Date: 1 chitectural Style: Late Gott IIISTORCIAL SIGNIFICANCE	Safety or Los Ange Safety or Los Ange HCM Name: HCM Name: Praviton Overlay Zor Safety of the pro- ct.	Bank of Hollywood / Equitibl ne (HPOZ) Historic Property Name: ct(s): Aleck Curlett Deco Operty described aboy		
Angeles Department of Building and Community Investment Department IISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (H HCM Number: 1088 Contributor to a Historic PRese HPOZ Name: iginal Construction Date: 1 chitectural Style: Late Gott Im (We are) the present own historical property contraction for the present own historical property contraction	Safety or Los Ange Safety or Los Ange CM) HCM Name: eraviton Overlay Zor 1929 Architec hic Revival and Art I ner(s) of the pro- ct. <u>7/8/2016</u> Date	Bank of Hollywood / Equitibl ne (HPOZ) Historic Property Name: ct(s): Aleck Curlett Deco operty described abov		ereby apply for
HCM Number: 1088 Contributor to a Historic PRese HPOZ Name: iginal Construction Date: 1	Safety or Los Ange Safety or Los Ange CM) HCM Name: eraviton Overlay Zor 1929 Architec hic Revival and Art I ner(s) of the pro- ct. <u>7/8/2016</u> Date	Bank of Hollywood / Equitibl ne (HPOZ) Historic Property Name: ct(s): Aleck Curlett Deco operty described abov		ereby apply for



Property Address 6251 & 6253 Hollywood E	Blvd 1101	
Owner(s) of Property: Paulo Rossi c/o BIR I	LLC	
Owner(s) Mailing Address 6253 Hollywood	Blvd 1101	
Home Telephone	Work Telephone 2133932527	
Mobile Telephone	Alternate Telephone	
Owner(s) Email:pkebd@aol.com	Alternate Email enzosbelmont@aol.con	n
PROPERTY INFORMATION Legal Description: Tract: TR 060544:-C	Block: None Lot: LT1 ARB: None	3
Assessor Identification Number (AIN): 5546-	030- 91 Council District No.: 13	
Property Purchase Date:	Most Recent Assessed Value 303078	
	Single-Family Dwelling (X) Multi-family / Commercial / Indu	Istrial
Addresses for all other property owned within the C seperate sheet of paper, Labeled "Attachment E", a	tity of Los Angeles are noted on a	
Taxes on all property owned within the City of Los	Angeles are PAID to date?	
Are there any outstanding orders to comply against Angeles Department of Building and Safety or Los / Community Investment Department?		
HISTORCIAL SIGNIFICANCE		
HCM Number: 1088 HCM Name:	Bank of Hollywood / Equitible Building	
Contributor to a Historic PReseraviton Overlay	Zone (HPOZ)	
HPOZ Name:	Historic Property Name:	
Driginal Construction Date: 1929 Arc	hitect(s): Aleck Curlett	
Architectural Style: Late Gothic Revival and	Art Deco	
am (We are) the present owner(s) of the in historical property contract.>	property described above and hereby apply for	
9/25	15	
	Owner Signature Date	
Dwner Signature Date	Owner Signature Date	
Cartan 9/25	Owner Signature Date	•

Exhibit "A"

**Revised January 2015** 

Property Address 6251 & 6253 Hollywood B	Blvd 1102		
Owner(s) of Property: Hassan Moinzadeh	, ERI Qualified Interm	ediary	
Owner(s) Mailing Address 6253 Hollywood	Blvd. #1102		
Home Telephone	Work Telephone	31099144	22
Mobile Telephone	Alternate Teleph	one	
Owner(s) Email: qalandar@sbcglobal.net	Alternate Email		
PROPERTY INFORMATION			
Legal Description: Tract: TR 060544:-C	Block: None	Lot: LT 1	ARB: None
Assessor Identification Number (AIN): 5546-	030- 92	Council Dis	trict No.: <u>13</u>
Property Purchase Date:	Most Recent Asse	ssed Value 76	3964
Owner Occupied: XYes O No Use. O	Single-Family Dwelling (	Multi-family /	Commercial / Industrial
Addresses for all other property owned within the C seperate sheet of paper, Labeled "Attachment E", a			Oyes 🛞 NA
Taxes on all property owned within the City of Los /	Angeles are PAID to date?		ØYes ONo
Are there any outstanding orders to comply against Angeles Department of Building and Safety or Los Community Investment Department?			Oyes ⊗No
HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCM) HCM Number: 1088 HCM Name:	Bank of Hollywood / Ec	uitible Building	
Contributor to a Historic PReseraviton Overlay	······································		<u></u>
HPOZ Name:	Historic Property Nam	<b>A</b> .	
		<u> </u>	
	chitect(s): Aleck Curlett		
Architectural Style: Late Gothic Revival and	Art Deco		
am (We are) the present owner(s) of the an historical property contract.	e property described a	bove and he	reby apply for
Owner Signature Date	Owner Signat	ure	Date
Hassan Ali Moinzadeh Print Name (Owner 100	Print Name		
Ex	hibit "A"	Revi	ised January 2015

Property Purchase Date: 11/1/13 Owner Occupied: X Yes No Use: Addresses for all other property owned within seperate sheet of paper, Labeled "Attachment Taxes on all property owned within the City of	ood Blvd. #1 om <u>5546- 030- 93</u> : () Single-Fa the City ofLos	Work Telephone Alternate Telepho Alternate Email ock: <u>None</u> Most Recent Asses	Lot: <u>LT 1</u> Council Dist ssed Value 407	_ ARB	: <u>None</u>
Home Telephone Mobile Telephone Owner(s) Email: ccummiskey@gmail.co PROPERTY INFORMATION Legal Description: Tract: TR 060544:-C Assessor Identification Number (AIN): Property Purchase Date: 11/1/13 Owner Occupied: XYes O No Use: Addresses for all other property owned within seperate sheet of paper, Labeled "Attachment Taxes on all property owned within the City of	DM Blo 5546- 030- 93 V : O Single-Fa the City ofLos	Work Telephone Alternate Telepho Alternate Email ock: <u>None</u> Most Recent Asses	Lot: <u>LT 1</u> Council Dist	_ ARB	
Mobile Telephone Owner(s) Email: ccummiskey@gmail.co PROPERTY INFORMATION Legal Description: Tract: TR 060544:-C Assessor Identification Number (AIN): Property Purchase Date: 11/1/13 Owner Occupied: Yes O No Use: Addresses for all other property owned within seperate sheet of paper, Labeled "Attachment Taxes on all property owned within the City of	Blo <u>5546- 030- 93</u> V : O Single-Fa the City ofLos	Alternate Telepho Alternate Email ock: <u>None</u> Nost Recent Assess amily Dwelling	Lot: <u>LT 1</u> Council Dist	_ ARB	
Owner(s) Email: ccummiskey@gmail.co PROPERTY INFORMATION Legal Description: Tract: TR 060544:-C Assessor Identification Number (AIN): Property Purchase Date: 11/1/13 Owner Occupied: Yes No Use: Addresses for all other property owned within seperate sheet of paper, Labeled "Attachment Taxes on all property owned within the City of	Blo <u>5546- 030- 93</u> V : O Single-Fa the City ofLos	Alternate Email	Lot: <u>LT 1</u> Council Dist ssed Value 407	- rict No.:_	
PROPERTY INFORMATION         Legal Description: Tract:       TR 060544:-C         Assessor Identification Number (AIN):         Property Purchase Date:       11/1/13         Owner Occupied:       XYes       No       Use:         Addresses for all other property owned within seperate sheet of paper, Labeled "Attachment         Taxes on all property owned within the City of	Blo 5546-030-93 V : O Single-Fa the City ofLos	ock: <u>None</u> Nost Recent Asses amily Dwelling (	Council Dist sed Value 407	- rict No.:_	
Legal Description: Tract: <u>TR 060544:-C</u> Assessor Identification Number (AIN): Property Purchase Date: <u>11/1/13</u> Owner Occupied: <u>X Yes</u> <u>No</u> Use: Addresses for all other property owned within seperate sheet of paper, Labeled "Attachment Taxes on all property owned within the City of	5546-030-93 N : O Single-Fa the City ofLos	Iost Recent Asses	Council Dist sed Value 407	- rict No.:_	
Assessor Identification Number (AIN): Property Purchase Date: 11/1/13 Owner Occupied: X Yes No Use: Addresses for all other property owned within seperate sheet of paper, Labeled "Attachment Taxes on all property owned within the City of	5546-030-93 N : O Single-Fa the City ofLos	Iost Recent Asses	Council Dist sed Value 407	- rict No.:_	
Property Purchase Date: 11/1/13 Owner Occupied: X Yes No Use: Addresses for all other property owned within seperate sheet of paper, Labeled "Attachment Taxes on all property owned within the City of	₩ : ) Single-Fa the City ofLos	amily Dwelling	sed Value 407		13
Owner Occupied: X Yes No Use: Addresses for all other property owned within seperate sheet of paper, Labeled "Attachment Taxes on all property owned within the City of	: O Single-Fa	amily Dwelling			
Addresses for all other property owned within seperate sheet of paper, Labeled "Attachment Taxes on all property owned within the City of	the City ofLos			992	
seperate sheet of paper, Labeled "Attachment Faxes on all property owned within the City of	•	Angeles are noted	) Multi-family / C	Commercia	al / Industrial
		•		OYes	🛞 NA
Are there any outstanding orders to comply as	Los Angeles a	re PAID to date?		<b>⊘</b> Yes	O №
Are there any outstanding orders to comply ag Angeles Department of Building and Safety or Community Investment Department?		-		OYes	() No
HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCM) HCM Number: 1088 HCM Na	amo: Popl		utible Puilding		
		c of Hollywood / Eq			-
Contributor to a Historic PReseraviton Ov	verlay Zone (Hi	POZ)			
HPOZ Name:	Hist	oric Property Name			
original Construction Date: 1929	Architect(s):	Aleck Curlett			
rchitectural Style: Late Gothic Reviva	- al and Art Deco				
am (We are) the present owner(s) o in historical property contract.	of the prope	rty described a	bove and he	reby ap	ply for
Colas M Cum	6/11/15				
Owner Signature D	)ate	Owner Signat	ure		Date
Coley M. Cummiskey					
Print Name	·	Print Name	·		

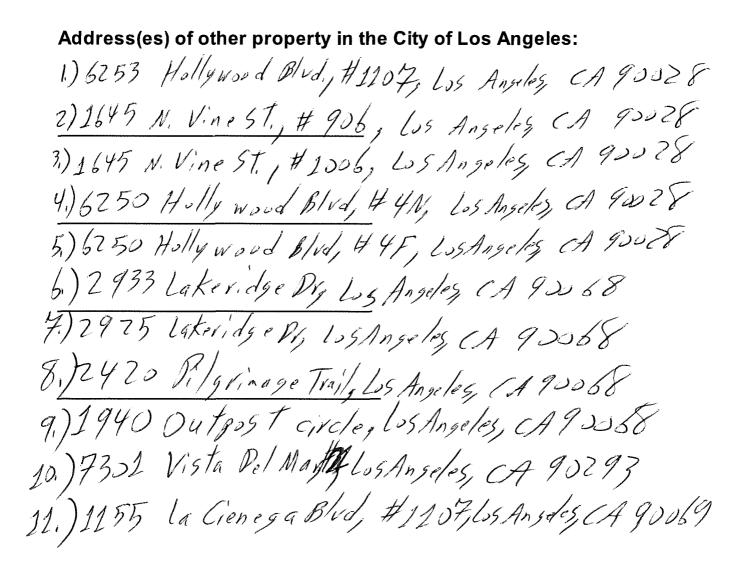
Exhibit "A"

#### HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION
PROPERTY ADDRESS: 6251 9 6253 Holly Wood BIVE # 1104
OWNER(S) OF PROPERTY: Arya Nima and Kinnoosh Tehrany
OWNER(S) MAILING ADDRESS: 6253 Holly wood Bludy #1104
HOME TELEPHONE: (3/3) 6/7-6462 WORK TELEPHONE: (3/0) 6/7-6462
MOBILE TELEPHONE: (310) 517-6762 ALTERNATE TELEPHONE: (310) 617-6462
OWNER(S) EMAIL: Nimo The Listing Gray, Com AlterNate EMAIL: [3/0) 617-6462
PROPERTY INFORMATION
Legal Description: TRACT: TR 060544-C BLOCK: NOWL LOT: LTI ARB: NOWL
Assessor Identification Number (AIN): $5546 - 030 - 94$ COUNCIL DISTRICT NO.: 13
PROPERTY PURCHASE DATE: 12/17/15 MOST RECENT ASSESSED VALUE: \$575,000
OWNER OCCUPIED: • Yes O NO USE: • Single-Family Dwelling O 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?
Taxes on all property owned within the City of Los Angeles are PAID to date?
ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY CYCLOS CYES IN NO FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT?
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.
Kianoogh M.T. hrang 7/15/16 Revised January 2019

# MILLS ACT HISTORICAL PROPERTY CONTRACT APPLICATION "ATTACHMENT E"

Name: Nima, Acya and Kiahoosh Tehrany Write first and last name



# CITY OF LOS ANGELES HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Property Address 6251 & 6253 Holly	wood Blvd 1	105		
Owner(s) of Property: Raymond Ara	ujo			
Owner(s) Mailing Address 6253 Hol	lywood Blvd 1	1105		
Home Telephone		Work Telepho	one	
Mobile Telephone		Alternate Tele	ephone	
Owner(s) Email:raya@radarworks.c	com	Alternate Em	ail	
PROPERTY INFORMATION Legal Description: Tract: TR 060544:-C		Block: None	Lot: LT 1	ARB: <u>None</u>
Assessor Identification Number (AIN):	5546- 030-	95	Council D	istrict No.:_13
Property Purchase Date: $6/03/3$			 ssessed Value 5	50438
	-	e-Family Dwelling	-	/ Commercial / Industrial
Addresses for all other property owned wi seperate sheet of paper, Labeled "Attachr	•	-		XYes 🔿 NA
Taxes on all property owned within the Cit	ty of Los Angele	es are PAID to date	e?	🗙 Yes 🔿 No
Are there any outstanding orders to comp Angeles Department of Building and Safe Community Investment Department?			DS	🔾 Yes 🗶 No
HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCM) HCM Number: 1088 HCM	и Name: В	ank of Hollywood /	/ Equitible Building	1
Contributor to a Historic PReseravito				
HPOZ Name:	-	Historic Property N	lama:	
Original Construction Date: 1929	Architect	(s): Aleck Cur		
Architectural Style: Late Gothic Re	evival and Art D	eco	-	
I am (We are) the present owner( an historical property contract.	s) of the pro	perty describe	d above and I	nereby apply for
Owner Signature	Date	Owner Sigi	nature	Date
RAMMIN ARAM TO	Date			Dute
Print Name		Print Name	9	

Exhibit "A"

# MILLS ACT HISTORICAL PROPERTY CONTRACT APPLICATION "ATTACHMENT E"

Name: RAYMON & ARALTO Write first and last name

Address(es) of other property owned in the City of Los Angeles:

2235 Malaza Rel Les Angeles, CA 90068

# HISTORICAL PROPERTY CONTRACT APPLICATION FORM

a second the contract of the second	rd 1106	
Owner(s) of Property: Carly Chaikin and Mich		
Owner(s) Malling Address 6253 Hollywood Bl		105320
Home Telephone	ALOLY LETEDISOUS 2100	100520
Mobliu Telephone	Alternate Telephone	
Owner(s) Email: carlyhannah@gmail.com	Alternate Email CCU	nmiskey@gmail.com
PROPERTY INFORMATION		
egal Description: Tract: TR 060544:-C	Block: None Lot: L1	1 ARB: None
Assessor Identification Number (AIN): 5546-03	0-96 Counc	il District No.: 13
Property Purchase Date: 5/1/2013	Most Recent Assessed Valu	e 665994
		nily / Commercial / Industria
Addresses for all other property owned within the City eperate sheet of paper, Labeled "Attachment E", and		OYes  NA
axes on all property owned within the City of Los And	geles are PAID to date?	
re there any outstanding orders to comply against th	- · · ·	
ISTORCIAL SIGNIFICANCE		
HCM Number: 1088 HCM Name:	Bank of Hollywood / Equitible Buik	bing
Contributor to a Historic PReserviton Overlay 7		
Contributor to a Historic PReseraviton Overlay Zo		
Contributor to a Historic PReseraviton Overlay Zo	Dine (HPOZ) Historic Property Name:	
agad	Historic Property Name:	
HPOZ Name:	Historic Property Name: ect(s): Aleck Curlett	
HPOZ Name: iginal Construction Date: 1929 Archite	Historic Property Name: ect(s): Aleck Curlett	
HPOZ Name: iginal Construction Date: <u>1929</u> Archite chilectural Style: <u>Late Gothic Revival and Art</u> im (We are) the present owner(s) of the p	Historic Property Name: ect(s): Aleck Curlett	d hereby apply for
HPOZ Name: iginal Construction Date: <u>1929</u> Archite chilectural Style: <u>Late Gothic Revival and Art</u> in (We are) the present owner(s) of the pri- in historical property contract. 20 Mark - 7/6/15	Historic Property Name: ect(s): Aleck Curlett Deco roperty described above an	

CITY OF LOS ANGELES         HISTORICAL PROPERTY CONTRACT APPLICATION FORM         OWNER INFORMATION         PROPERT VADRESS:       COLST & COTS A for the word Blued # 1107         OWNER(S) OF PROPERTY: Arya Nima and Kinnooch Tehrany         OWNER(S) OF PROPERTY: Arya Nima and Kinnooch Tehrany         OWNER(S) MAILING ADDRESS:       COTS A to the form of the form
HISTORICAL PROPERTY CONTRACT APPLICATION FORMOWNER INFORMATIONPROPERTY ADDRESS: $6251 \approx 6253$ Holly wood Blod # 1107OWNER(S) OF PROPERTY: $Arya Alima and Kinnoogh TehranyOWNER(S) OF PROPERTY: Arya Alima and Kinnoogh TehranyOWNER(S) MAILING ADDRESS: 6253 Holly wood Blod, #1104OWNER(S) EMAIL: (312) 47-6462OWNER(S) EMAIL: (312) 47-6462OWNER(S) EMAIL: (312) 617-6462OWNER(S) EMAIL: (312) 617-6462OWNE$
OWNER INFORMATIONPROPERTY ADDRESS: $6251 = 6253$ $401/9 + word$ $B1wl$ $#1107$ OWNER(S) OF PROPERTY: $A'y = Mires and Kinsola TehranyOWNER(S) MAILING ADDRESS:6253Haffy + 800Hvds, +1194HOME TELEPHONE:(312) 61/7 - 64/62MOBILE TELEPHONE:(312) 61/7 - 64/62MOBILE TELEPHONE:(312) 61/7 - 64/62MOBILE TELEPHONE:(312) 61/7 - 64/62MOBILE TELEPHONE:(312) 61/7 - 64/62And RER(S) EMAIL:(312) 61/7 - 64/62Alternate Telephone:(312) 61/7 - 64/622OWNER(S) EMAIL:(312) 61/7 - 64/622Alternate Email:(312) 61/7 - 64/622PROPERTY INFORMATIONLegal Description:Legal Description:TRACT:TRACT:TR 060544 - CBLOCK:ND NCLot:-17ARB:NDNSAssessor Identification Number (AIN):5541-030-97Council District No.:13PROPERTY PURCHASE DATE:12/17/15MOST RECENT ASSESSED VALUE:4575200OWNER OCCUPIED:YesNASEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION?Taxes on all property owned within the City of Los Angeles are PAID to DATE?ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTYFROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS$
PROPERTY ADDRESS: $6251 \neq 6753$ Holly word Blue #1107 OWNER(S) OF PROPERTY: Arya Nima and Kianooah Tehrany DWNER(S) MAILING ADDRESS: $6752$ Holly word Blue Telephone: $710$ Horany HOME TELEPHONE: $(312)$ Hora and Kianooah Tehrany HOME TELEPHONE: $(312)$ Hora and Kianoo MULTING ADDRESS: $(312)$ Hora and Kianoo Hora and Kianoo A ALTERNATE EMAIL: $(312)$ Hora and Kianoo Hora and Kianoo A ALTERNATE ALTERNATE TELEPHONE: $(312)$ Hora and Kianoo Hora and Kianoo A ALTERNATE ANTE AND SUBMITTED WITH THIS APPLICATION 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? Taxes on all property owned within the City of Los Angeles are NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? Taxes on all property owned within the City of Los Angeles are NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS
OWNER(S) OF PROPERTY: $Arya Alima and Kinnoch TehranyOWNER(S) MAILING ADDRESS: 525 Haffywsod Blud, H1104OWNER(S) MAILING ADDRESS: 525 Haffywsod Blud, H1104HOME TELEPHONE: (3/2)b/7-b42WORK TELEPHONE: (3/2)b/7-b42MOBILE TELEPHONE: (3/2)b/7-b42Auternate Telephone: (3/2)b/7-b42OWNER(S) EMAIL: (3/2)b/7-b42Auternate Telephone: (3/2)b/7-b42OWNER(S) EMAIL: (3/2)b/7-b42Auternate EMAIL: (3/2)b/7-b42PROPERTY INFORMATIONLegal Description: TRACT: TR 060544 - CBlock: NS NC Lot: DTArasessor Identification Number (AIN): 5541-030-1030Council District No.: 13PROPERTY PURCHASE DATE: 12/17/15MOST Recent Assessed Value: 1575300Owner Occupied: Property owned within the City of Los Angeles are Noted on ASEPARATE SHEET OF PAPER, LABELED "Attachment E", and submitted with this application?Taxes on all property owned within the City of Los Angeles are PAID to Date?Are There Any OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTYFROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS$
DWNER(S) MAILING ADDRESS: $6253 H_6//4_W + 60 B/W_0, 41194$ HOME TELEPHONE: $(3/2) 5/7 - 5452$ WORK TELEPHONE: $(3/2) 5/7 - 5452$ MOBILE TELEPHONE: $(3/2) 5/7 - 5452$ ALTERNATE TELEPHONE: $(3/2) 5/7 - 5452$ OWNER(S) EMAIL: $(3/2) 5/7 - 5452$ ALTERNATE TELEPHONE: $(3/2) 5/7 - 5452$ PROPERTY INFORMATIONLegal Description: TRACT: $TR 0 60544 - C$ BLOCK: $N 0 N \leq$ Lot:Assessor Identification Number (AIN): $5541 - 030 - 977$ Council District no.:13PROPERTY PURCHASE DATE: $12/17/15$ MOST RECENT ASSESSED VALUE: $4575200$ OWNER OCCUPIED:YesNoUSE:Single-Family DwellingMulti-Family/Commercial/IndustrialAddresses for All other property owned within the City of Los Angeles are noted on AYesNASeparate sheet of paper, LABELED "Attachment E", and submitted with this application?YesNATaxes on all property owned within the City of Los Angeles are PAID to date?YesNaARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTYYesNaFROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOSYesNa
DWNER(S) MAILING ADDRESS: $6253 H_6//4_W + 60 B/W_0, 41194$ HOME TELEPHONE: $(3/2) 5/7 - 5452$ WORK TELEPHONE: $(3/2) 5/7 - 5452$ MOBILE TELEPHONE: $(3/2) 5/7 - 5452$ ALTERNATE TELEPHONE: $(3/2) 5/7 - 5452$ OWNER(S) EMAIL: $(3/2) 5/7 - 5452$ ALTERNATE TELEPHONE: $(3/2) 5/7 - 5452$ PROPERTY INFORMATIONLegal Description: TRACT: $TR 0 60544 - C$ BLOCK: $N 0 N \leq$ Lot:Assessor Identification Number (AIN): $5541 - 030 - 977$ Council District no.:13PROPERTY PURCHASE DATE: $12/17/15$ MOST RECENT ASSESSED VALUE: $4575200$ OWNER OCCUPIED:YesNoUSE:Single-Family DwellingMulti-Family/Commercial/IndustrialAddresses for All other property owned within the City of Los Angeles are noted on AYesNASeparate sheet of paper, LABELED "Attachment E", and submitted with this application?YesNATaxes on all property owned within the City of Los Angeles are PAID to date?YesNaARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTYYesNaFROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOSYesNa
MOBILE TELEPHONE: $(3/2)$ $47-6452$ ALTERNATE TELEPHONE: $3/2$ $6/2-6452$ OWNER(S) EMAIL: $(3/2)$ $6/7-6452$ ALTERNATE EMAIL: $(3/2)$ $6/7-6462$ PROPERTY INFORMATIONLegal Description: TRACT: $TR 0605444 - C$ BLOCK: $NO NC$ Lot: $-T1$ ARB: $NONC$ NoS5541 $030$ $972$ Council District No.: $13$ PROPERTY PURCHASE DATE: $12/17/15$ MOST RECENT ASSESSED VALUE: $4575200$ $972$ Council District No.: $13$ OWNER OCCUPIED: $978$ NoUSE:Single-Family DwellingMulti-Family/Commercial/ IndustrialAddresses FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A $9785$ NASEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? $9785$ NaTAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? $9785$ NaARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY $9785$ NaFROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS $9785$ Na
OWNER(S) EMAIL: $(3/2) 5/7 - 5/5/2$ ALTERNATE EMAIL: $(3/2) 5/7 - 5/5/2$ PROPERTY INFORMATIONLegal Description: TRACT: TROGOST44 - CBLOCK: NONC LOT: TIARB: NONCASSESSOR Identification Number (AIN): $5541$ - $030$ - $97$ COUNCIL DISTRICT NO.: 13PROPERTY PURCHASE DATE: $12/11/15$ MOST RECENT ASSESSED VALUE: $\frac{1575200}{575200}$ OWNER OCCUPIED: YES NOUSE: @SINGLE-FAMILY DWELLING @MULTI-FAMILY/COMMERCIAL/ INDUSTRIALAddresses 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?TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE?QYES NA OWNER NOUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS
OWNER(S) EMAIL: $(3/2) 5/7 - 5/5/2$ ALTERNATE EMAIL: $(3/2) 5/7 - 5/5/2$ PROPERTY INFORMATIONLegal Description: TRACT: TROGOST44 - CBLOCK: NONC LOT: TIARB: NONCASSESSOR Identification Number (AIN): $5541$ - $030$ - $97$ COUNCIL DISTRICT NO.: 13PROPERTY PURCHASE DATE: $12/11/15$ MOST RECENT ASSESSED VALUE: $\frac{1575200}{575200}$ OWNER OCCUPIED: YES NOUSE: @SINGLE-FAMILY DWELLING @MULTI-FAMILY/COMMERCIAL/ INDUSTRIALAddresses 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?TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE?QYES NA OWNER NOUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS
Legal Description: TRACT: <u>TROGOS44-C</u> BLOCK: <u>NONC</u> LOT: <u>LT</u> ] ARB: <u>NONC</u> Assessor Identification Number (AIN): <u>5546</u> - <u>030</u> - <u>97</u> COUNCIL DISTRICT NO.: <u>13</u> PROPERTY PURCHASE DATE: <u>12/17/15</u> MOST RECENT ASSESSED VALUE: <u>#575500</u> OWNER OCCUPIED: <u>9</u> YES <u>NO</u> USE: <u>9</u> SINGLE-FAMILY DWELLING <u>MULTI-FAMILY/COMMERCIAL/INDUSTRIAL</u> 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? TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS
Assessor Identification Number (AIN): $5541 - 030 - 17$ Council District No.: 13 PROPERTY PURCHASE DATE: $12/17/15$ Most Recent Assessed Value: $4575300$ OWNER OCCUPIED: Yes ONO USE: Single-Family Dwelling OMULTI-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? Taxes on all property owned within the City of Los Angeles are PAID to date? ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS
PROPERTY PURCHASE DATE:       12/11/15       MOST RECENT ASSESSED VALUE:       1575300         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       Yes       Na         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       Na         Are there any outstanding orders to comply against the property       Yes       Yes       Na
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?       Image: Commercial of the separate sheet of paper, LABELED "Attachment E", and submitted with this application?       Image: Commercial of the separate sheet of paper, LABELED "Attachment E", and submitted with this application?       Image: Commercial of the separate sheet of paper, LABELED "Attachment E", and submitted with this application?       Image: Commercial of the separate sheet of paper, LABELED "Attachment E", and submitted with this application?       Image: Commercial of the separate sheet of paper, LABELED "Attachment E", and submitted with this application?       Image: Commercial of the separate sheet of paper, LABELED "Attachment E", and submitted with this application?       Image: Commercial of the separate sheet of paper, LABELED "Attachment E", and submitted with this application?       Image: Commercial of the separate sheet of paper, LABELED "Attachment E", and submitted with the separate sheet of paper, LABELED "Attachment E", and submitted with the separate sheet of paper, LABELED "Attachment E", and submitted with the separate sheet of paper, LABELED "Attachment E", and submitted with the separate sheet of paper, LABELED "Attachment E", and submitted with the separate sheet of paper, LABELED "Attachment E", and submitted with the separate sheet of paper, LABELED "Attachment E", and submitted with the separate sheet of paper, LABELED "Attachment E", and submitted with the separate sheet of paper, LABELED "Attachment E", and submitted with the separate sheet of paper, LABELED "Attachment E", and submitted withe separate s
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? Taxes on all property owned within the City of Los Angeles are PAID to date? ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS
SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION?         TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE?         ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY         FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS
SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION?         TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE?         Q YES         ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY         FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS
ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS
FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS
FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS
HISTORICAL SIGNIFICANCE
STEDSTORIC-CULTURAL MONUMENT (HCM)
HCM NUMBER: 1088 HCM NAME: Benk of Hollywood/Equitable Building
CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)
HPOZ NAME: HISTORIC PROPERTY NAME:
ORIGINAL CONSTRUCTION DATE: 1929 ARCHITECT(S): Aleck Cu-lett

Architectural Style: Late Gothie Revival and Art Deco

7/15/16

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

**PROPERTY CONTRACT.** DATE

Arya M. To hrang

Ô NA

C No

🕑 No

OWNER SIGNATURE

**OWNER SIGNATURE** 

DATE

Nine M. Tehrany PRINT NAME

for Til Kinnosh M. Tehrany

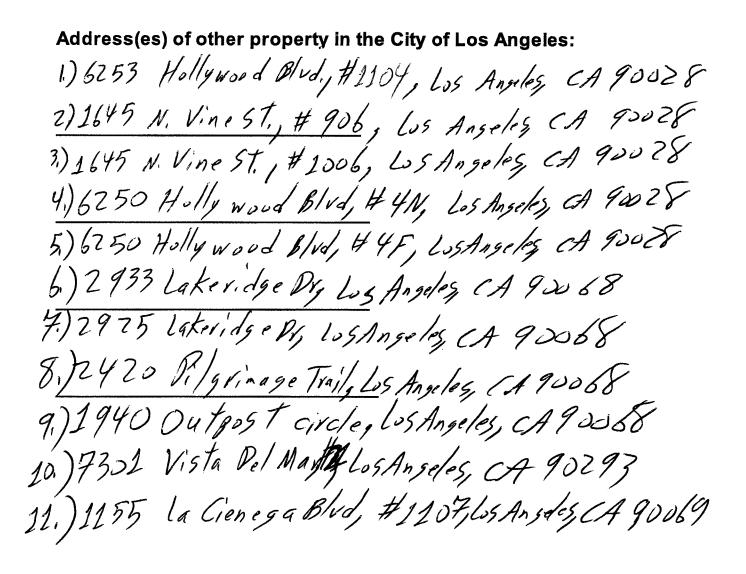
PRINT NAME

EXHIBIT "A"

**REVISED JANUARY 2015** 

# MILLS ACT HISTORICAL PROPERTY CONTRACT APPLICATION "ATTACHMENT E"

Name: Nima, Arva and Kighoosh Tehrany Write first and last name



## HISTORICAL PROPERTY CONTRACT APPLICATION FORM

#### **OWNER INFORMATION**

PROPERTY ADDRESS: 6253 Hollywood Blvd, Suite 1108, Le	os Angeles CA 90028	· · · ·	
OWNER(S) OF PROPERTY: California Heart and Lung/Alexa	ander Marmureanu	*******	
OWNER(S) MAILING ADDRESS: 6253 Hollywood Blvd, Suite	e 1108, Los Angeles, CA	90028	
Home Telephone: <u>(310) 856-9011</u>	WORK TELEPHONE:	(310) 208-44	00
MOBILE TELEPHONE: (310) 729-6854	ALTERNATE TELEPH	DNE:	
OWNER(S) EMAIL: alexpro10@mac.com	ALTERNATE EMAIL:	alexmhollywo	ood@gmail.com
PROPERTY INFORMATION			
Legal Description: TRACI: TR 060544-C	BLOCK: None	LOT: LT 1	ARB: None
Assessor Identification Number (AIN): <u>5546</u> - <u>030</u>	<u>098</u>	Counc	IL DISTRICT NO.: 13
PROPERTY PURCHASE DATE: 11/30/2009 Mos	T RECENT ASSESSED VAL	UE: <u>\$848,480</u>	.00
OWNER OCCUPIED: PYES C NO USE: C SING	GLE-FAMILY DWELLING	MULTI-FAMIL	y/ Commercial/ Industrial
ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CI SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND S			CYES PA
TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS AN	IGELES ARE PAID TO DAT	E?	FYES C NO
ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAIN FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND S ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTM	AFETY OR LOS		CYES PNO
HISTORICAL SIGNIFICANCE			
HISTORIC-CULTURAL MONUMENT (HCM)			
HCM NUMBER: HCM NAME: Bank of Holl	ywood / Equitable Buil	lding	
CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY	ZONE (HPOZ)		
HPOZ NAME:	HISTORIC PROPERTY NA	ME:	······
ORIGINAL CONSTRUCTION DATE: 1929 A	RCHITECT(S): Aleck Cu	rlett	
ARCHITECTURAL STYLE: Late Gothic Revival and Art Deco	498 - Character Million and Constant Million 2014 (Constant of Street		

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

PROPERTY CONTRAC 4/29/15 KA.  $\overline{a}$ 

**OWNER SIGNATURE** 

DATE

Alexander Marmureanu MD

PRINT NAME

RINT NAME	

**OWNER SIGNATURE** 

EXHIBIT "A"

Ρ

**REVISED JANUARY 2015** 

DATE

# HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION		
PROPERTY ADDRESS: 6251 26253 Holly W	1002 Blud #1109	
OWNER(S) OF PROPERTY: (alifornia Heart and L	Luy   Alexander Marmureon	
OWNER(S) MAILING ADDRESS: 6253 Hollywood	BW. Since 10 ? (os Ayers, CA	50028
HOME TELEPHONE: 310 - 856 - 9011	Work Telephone: 310- 203-	-4400
MOBILE TELEPHONE: 310 - 729 - 6854	ALTERNATE TELEPHONE:	
OWNER(S) EMAIL: <u>alexprolo6 mac.com</u>	ALTERNATE EMAIL: <u>Alexmhollywo</u>	od 6 fmail. con.
PROPERTY INFORMATION	ւն իրչը, ու կարվել է հատեր արտար է հետ համել առեղել են հետուլ կախտում է տեղացել է է է հայել առել են հետ է է է կատ ել այն է հետ է է է է հատ ել է է հետու է է է հետու է է է հետ է է է հետու է է է հետ են է է հետ է է է է հետու է է է է հետու է է	است پارلان و سوالان از آرای از این از میان است. با به این از وی برای از میشوند بر کاربار پیش کرد. با ب
Legal Description: TRACT: TK 060	BLOCK: NORE LOT: LTI A	ARB: NONS
Assessor Identification Number (AIN): 5546 -	030 - 099 COUNCIL DIS	STRICT NO.: 13
PROPERTY PURCHASE DATE: 12/14/15	Most Recent Assessed Value: $\frac{4}{560}$ , 000	
OWNER OCCUPIED: XYES C NO USE: C	Single-Family Dwelling 🛛 🔿 Multi-Family/ Co	MMERCIAL/INDUSTRIAL
ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN TH SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", A		🗣 Yes 📿 NA
TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LO	s Angeles are PAID to date?	🚱 YES 📿 No
ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AG FROM THE LOS ANGELES DEPARTMENT OF BUILDING AN ANGELES HOUSING + COMMUNITY INVESTMENT DEPAR	ND SAFETY OR LOS	C Yes 🛛 No
HISTORICAL SIGNIFICANCE	- and a debrain denome denote denote of notation of data is all parts of the following mapping of any and parts	n general van general van general politier naver oppensk med die network standingen († 18. mai oppeda
HISTORIC-CULTURAL MONUMENT (HCM) HCM NUMBER: $1088$ HCM NAME: $7398$	stay ZONE (HPOZ)	ble Building
HPOZ NAME:	HISTORIC PROPERTY NAME:	
		rleft
ARCHITECTURAL STYLE: LAX Gothic	REVIVAL and ART D	Le 10
I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPER PROPERTY CONTRACT.	TY DESCRIBED ABOVE AND HEREBY APPLY FOR	an Historical
OWNER SIGNATURE PATE ACEX. MARMUREAN	Owner Signature	Date
Print Name	Print Name	

EXHIBIT "A"

**REVISED JANUARY 2015** 

# HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Property Address 6251 & 6253 Holly	wood Blvd 1201	
Owner(s) of Property: Rodrique Ben	ison	
Owner(s) Mailing Address 1229 Rub	benstein Avenue	
Home Telephone $\pi(213)364$	-3953 Work Telephone 21	33643953
Mobile Telephone $~\kappa$	Alternate Telephone	
Owner(s) Email: /\	Alternate Email	
PROPERTY INFORMATION		
Legal Description: Tract: TR 060544:-C	Block: None Lot:	LT1 ARB: None
Assessor Identification Number (AIN):	<u>5546-030-100</u> Co	uncil District No.: 13
Property Purchase Date:	Most Recent Assessed \	<b>/aiue 55000</b> 0
<b>U</b>	<b>U</b>	i-family / Commercial / Industrial
	ithin the City ofLos Angeles are noted on a ment E", and submitted with this application?	? OYes 😡 NA
Taxes on all property owned within the Cit	ty of Los Angeles are PAID to date?	XYes 🔿 No
		$\sim$
Are there any outstanding orders to compl Angeles Department of Building and Safet		🔾 Yes 🕲 No
Are there any outstanding orders to compl Angeles Department of Building and Safel Community Investment Department? HISTORCIAL SIGNIFICANCE Historic-Cultural Monument (HCM)	ty or Los Angeles Housing +	
Are there any outstanding orders to compl Angeles Department of Building and Safet Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCM) HCM Number: 1088 HCM	ty or Los Angeles Housing + M Name: Bank of Hollywood / Equitible	
Are there any outstanding orders to compl Angeles Department of Building and Safet Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCM) HCM Number: 1088 HCM	ty or Los Angeles Housing + M Name:Bank of Hollywood / Equitible on Overlay Zone (HPOZ)	
Are there any outstanding orders to compl Angeles Department of Building and Safet Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCM) HCM Number: 1088 HCM Contributor to a Historic PReseravito HPOZ Name:	ty or Los Angeles Housing + M Name: Bank of Hollywood / Equitible on Overlay Zone (HPOZ) Historic Property Name:	
Are there any outstanding orders to compl Angeles Department of Building and Safet Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCM) HCM Number: 1088 HCM Contributor to a Historic PReseravito HPOZ Name:	ty or Los Angeles Housing + M Name: Bank of Hollywood / Equitible on Overlay Zone (HPOZ) Historic Property Name:	
Are there any outstanding orders to compl Angeles Department of Building and Safet Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCM) HCM Number: 1088 HCM Contributor to a Historic PReseravito HPOZ Name: Driginal Construction Date: 1929	ty or Los Angeles Housing + M Name: Bank of Hollywood / Equitible on Overlay Zone (HPOZ) Historic Property Name:	
Are there any outstanding orders to compl Angeles Department of Building and Safet Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCM) HCM Number: 1088 HCM Contributor to a Historic PReseravito HPOZ Name: Driginal Construction Date: 1929 Architectural Style: Late Gothic Reserve and (We are) the present owner(set an historical property contract.	ty or Los Angeles Housing + M Name: Bank of Hollywood / Equitible on Overlay Zone (HPOZ) Historic Property Name: Architect(s): Aleck Curlett evival and Art Deco s) of the property described above	Building
Are there any outstanding orders to compl Angeles Department of Building and Safet Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCM) HCM Number: 1088 HCM Contributor to a Historic PReseravito HPOZ Name: Driginal Construction Date: 1929 Architectural Style: Late Gothic Reserve and (We are) the present owner(set an historical property contract.	ty or Los Angeles Housing + M Name: Bank of Hollywood / Equitible on Overlay Zone (HPOZ) Historic Property Name: Architect(s): Aleck Curlett evival and Art Deco s) of the property described above	Building
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Are there any outstanding orders to compl Angeles Department of Building and Safet Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCM) HCM Number: 1088 HCM Contributor to a Historic PReseravito HPOZ Name: Original Construction Date: 1929 Architectural Style: Late Gothic Re	ty or Los Angeles Housing + M Name: Bank of Hollywood / Equitible on Overlay Zone (HPOZ) Historic Property Name: Architect(s): Aleck Curlett evival and Art Deco s) of the property described above	Building



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# HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Property Address 6251 & 625	3 Hollywood Blvd	1202		
Owner(s) of Property: asianH	ollywood llc asianF	follywood llc		
Owner(s) Mailing Address 62	53 Hollywood Blvd	#1202		
Home Telephone		Work Telepho	ne	
Mobile Telephone		Alternate Tele	phone	
Owner(s) Emsil:jimmyhsu3@	gmail.com	Alternate Ema	ail	
PROPERTY INFORMATION	٧			
Legal Description: Tract: TR 060	0544:-C	Block: None	Lot: LT1	ARB: None
Assessor Identification Numbe	r (AIN): <u>5546- 030-</u>	101	Council Di	strict No.: 13
Property Purchase Date: 9	10/2009	Most Recent As	sessed Value 52	26000
Owner Occupied: XYes O	1	le-Family Dwelling	•	Commercial / Industrial
Addresses for all other property or seperate sheet of paper, Labeled	•	-		🔿 Yes 🙆 NA
Taxes on all property owned within	n the City of Los Angel	les are PAID to date?	?	Yes O No
Are there any outstanding orders to Angeles Department of Building and Community Investment Department	nd Safety or Los Ange		3	OYes 🚫 No
HISTORCIAL SIGNIFICANC				
HCM Number: 1088	HCM Name:	Bank of Hollywood / I	Equitible Building	
Contributor to a Historic PRe	seraviton Overlay Zon	e (HPOZ)		· · ·
HPOZ Name:		Historic Property Na	me:	
Original Construction Date:	1929 Architec	t(s): Aleck Curle	tt	
Architectural Style: Late G	othic Revival and Art D	eco	*	
am (We are) the present o an historical property contr		operty described	above and h	ereby apply for
Owner Signature	Date	Owner Signa	ature	Date
Jimmy HSU M	anager/Dur	ie/		
Print Name	J	Print Name		

EXHIBIT A

Revised January 2015

# CITY OF LOS ANGELES HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Owner(s) of Property: \	Villiam Hollowa	ау			
Owner(s) Mailing Addr	ess 6253 Holly	wood Blvd 1	203		
Home Telephone			Work Telephone	41526092	229
Mobile Telephone			Alternate Teleph	one	
Owner(s) Email:			Alternate Email		
PROPERTY INFORM	ATION				
Legal Description: Tract:	TR 060544:-C	B	lock: None	Lot: LT 1	ARB: None
Assessor Identification	Number (AIN):	5546-030- 10	02	Council Dis	strict No.:13
Property Purchase Date	<b>):</b>		Most Recent Asses	sed Value 34	4317
			Family Dwelling	Multi-family /	Commercial / Industria
Addresses for all other pro seperate sheet of paper, I	operty owned with abeled "Attachme	in the City ofLo ent E", and subr	s Angeles are noted mitted with this applic	on a ation?	Yes 🔿 NA
Taxes on all property own	ed within the City	of Los Angeles	are PAID to date?		XYes ONO
Are there any outstanding Angeles Department of Bu Community Investment De	uilding and Safety	against the prop or Los Angeles	perty from the Los Housing +		OYes 🔊 No
HCM Number: 108	8 HCM	Name: Bar	nk of Hollywood / Equ	itible Building	
Contributor to a Histo	pric PReseraviton	Overlay Zone (I	HPOZ)		Name and a second s
HPOZ Name:		His	storic Property Name	:	
riginal Construction Date:	1929	Architect(s)	Aleck Curlett		
rchitectural Style:	Late Gothic Revi		0		
Bz	sent owner(s)	of the prope	erty described al	bove and he	reby apply for
am (We are) the pres n historical property		7/1/2015			99999999999999999999999999999999999999
•	$\sqrt{2}$	7/1/2015 Date	Owner Signatu	ire	Date
n historical property MMM M wner Signature	$\sqrt{2}$	7(1(2015) Date	Owner Signatu Print Name	ire	
n historical property	$\sqrt{2}$	7(1(2015 Date		re	
n historical property MMM M wner Signature	$\sqrt{2}$	2(1(20)5 Date		ire	

# MILLS ACT HISTORICAL PROPERTY CONTRACT APPLICATION

"ATTACHMENT E"

Name: WILLIAM RICHARD HOLLOUP

Write first and last name

Address(es) of other property owned in the City of Los Angeles:

8769 Hollywood Blvd, 90069

# MILLS ACT HISTORICAL PROPERTY CONTRACT APPLICATION

"ATTACHMENT E"

Name: WRH Ventures

Write first and last name

Address(es) of other property owned in the City of Los Angeles:

6250 Hollywood Block #8H. 90028.

#### 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 \$ <u>60,000</u> (round to nearest dollar)	Contract Year of Proposed Work Completion: 2014
Description of work: Install compatible, Art Deco style	e furniture and light fixtures. Restore bronze
panels above elevators. Rehabi	litate mail room and concierge area.
Maintenance     Rehabilitation/Restoration	🖬 Completed 🛛 Proposed
Building Feature: Rooftop deck (above twelfth floor)	
Cost \$ <u>200,000</u> (round to nearest dollar)	Contract Year of Proposed Work Completion: 2014
Description of work: Replace furniture and install new and gas. Paint exterior.	landscape, deck, furniture, lighting, plumbing,
Maintenance     Rehabilitation/Restoration	Completed D Proposed
Building Feature: HVAC system	
Cost \$ (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 \$ <u>\$200,000.00</u> (round to nearest dollar)	Contract Year of Proposed Work Completion: 2014
Description of work: Repair/Update elevator system.	

HISTORICAL PROPERTY CONTRACT APPLICATION REVISED JANUARY 2015

#### 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 D Proposed
Building Feature: Main entrance vestibule	
Cost \$ <u>5,000</u> (round to nearest dollar)	Contract Year of Proposed Work Completion: 2014
Description of work: Repaint exterior surfaces, add ne	w landscape, and install compatible, Art Deco
style light fixture.	
Maintenance     Rehabilitation/Restoration	Completed D Proposed
Building Feature: Plumbing system	
Cost \$ <u>25,000</u> (round to nearest dollar)	Contract Year of Proposed Work Completion: 2014
Description of work: Repair plumbing system.	
Maintenance     Rehabilitation/Restoration	Completed D Proposed
Building Feature: Main lobby	
Cost \$ <u>25,000</u> (round to nearest dollar)	Contract Year of Proposed Work Completion: 2014
Description of work: Repair marble at floor.	
Maintenance     Rehabilitation/Restoration	Completed D Proposed
Building Feature: Main lobby	
Cost \$ <u>10,000</u> (round to nearest dollar)	Contract Year of Proposed Work Completion: 2014
Description of work: Expand HVAC system to serve m registers.	ain lobby; install compatible grilles and

HISTORICAL PROPERTY CONTRACT APPLICATION REVISED JANUARY 2015

#### 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 D Proposed
Building Feature: Parking lot gate	
Cost \$ <u>15,000</u> (round to nearest dollar)	Contract Year of Proposed Work Completion: 2014
Description of work: Repair automobile and pedestria	an gates.
Maintenance     B Rehabilitation/Restoration	🖬 Completed 🛛 Proposed
Building Feature: Security system	
Cost \$ <u>45,000</u> (round to nearest dollar)	Contract Year of Proposed Work Completion: 2014
Description of work: Upgrade existing system and ins	stall 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 intrusi	
clean spalled basement concrete	e using gentlest possible means.
Haintenance D Rehabilitation/Restoration	🗆 Completed 🛛 🗎 Proposed
Building Feature: Penthouse exterior	
Cost \$ <u>15,000</u> (round to nearest dollar)	Contract Year of Proposed Work Completion: 2015
Description of work: Monitor joint where 1929 and 19 active leaking. Address sources	31 phases meet to determine whether there is of leaks and clean stains using gentlest means.

HISTORICAL PROPERTY CONTRACT APPLICATION REVISED JANUARY 2015

#### 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 \$ <u>15.000</u> (round to nearest dollar)	Contract Year of Proposed Work Completion: 2015
Description of work: Seal all unsealed penetrations in	n exterior walls with silicone sealant over backer
rod.	
Maintenance     Rehabilitation/Restoration	Completed      Proposed
Building Feature: Penthouse standing seam metal ro	of
Cost \$20,000 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2015
Description of work: Monitor penthouse standing sea	m 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 \$ <u>100,000</u> (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 r	ust stains using gentlest possible means.
Maintenance C Rehabilitation/Restoration	Completed 🖬 Proposed
Building Feature: Rooftop decks (above second and	
	twelfth floors)
Cost \$ <u>1,344</u> (round to nearest dollar)	twelfth floors)           Contract Year of Proposed Work Completion:         2015
	Contract Year of Proposed Work Completion: 2015

#### 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	d 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 an	d copper elements
Cost \$ <u>30,000</u> (round to nearest dollar)	Contract Year of Proposed Work Completion: 2016
Description of work: Clean wrought iron and copper e	elements using gentlest possible means and
address sources of rust. Apply c	clear finish coat to prevent rust-related staining.
Maintenance     Rehabilitation/Restoration	🛛 Completed 🗧 Proposed
Building Feature: Parapet	
Cost \$ <u>30,000</u> (round to nearest dollar)	Contract Year of Proposed Work Completion: 2016
Description of work: Patch and repair spalls and crac	ks to match adjacent concrete.

# **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.

#### 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 \$ <u>23,000</u> (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 \$ <u>50,000</u> (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 \$ <u>15,000</u> (round to nearest dollar)	Contract Year of Proposed Work Completion: 2017
Description of work: Add appropriate coating at local	
to extend life of roof membrane.	
Maintenance     Rehabilitation/Restoration	🗆 Completed 📓 Proposed
Building Feature: Interior common area walls, ceiling	s, and unit doors
Cost \$ <u>37,000</u> (round to nearest dollar)	Contract Year of Proposed Work Completion: 2017
Description of work: Maintain and repaint plaster and	I drywall finishes.

# 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.

#### 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 D 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 penetr necessary.	ations and replace deteriorated sealant, as
Maintenance     Rehabilitation/Restoration	Completed 🖬 Proposed
Building Feature: Steel-sash windows	
Cost \$ <u>150,000</u> (round to nearest dollar)	Contract Year of Proposed Work Completion: 2018
Description of work: <u>Survey conditions</u> . Ensure hing arms, glass, glazing putty, frame	e pins are in correct position and that limiter es, and paint are in good condition.
Maintenance     Rehabilitation/Restoration	🗆 Completed 🖬 Proposed
Maintenance Rehabilitation/Restoration  Building Feature: Salvaged historic fabric (early door	
Building Feature: Salvaged historic fabric (early door	s and marble partitions) Contract Year of Proposed Work Completion: 2019
Building Feature: <u>Salvaged historic fabric (early door</u> Cost \$ <u>10,000</u> (round to nearest dollar) Description of work: <u>Protect and store salvaged histor</u>	s and marble partitions) Contract Year of Proposed Work Completion: 2019
Building Feature: <u>Salvaged historic fabric (early door</u> Cost \$ <u>10,000</u> (round to nearest dollar) Description of work: <u>Protect and store salvaged histor</u>	s and marble partitions) Contract Year of Proposed Work Completion: <u>2019</u> ric material in good condition on palettes.
Building Feature: <u>Salvaged historic fabric (early door</u> Cost \$ <u>10,000</u> (round to nearest dollar) Description of work: <u>Protect and store salvaged histor</u> Evaluate feasibility for reuse of t	s and marble partitions) Contract Year of Proposed Work Completion: <u>2019</u> ric material in good condition on palettes. historic fabric in compatible new locations.
Building Feature: Salvaged historic fabric (early door         Cost \$10,000       (round to nearest dollar)         Description of work: Protect and store salvaged histor         Evaluate feasibility for reuse of the salvaged histor         Maintenance       Rehabilitation/Restoration	s and marble partitions) Contract Year of Proposed Work Completion: <u>2019</u> ric material in good condition on palettes. historic fabric in compatible new locations.
Building Feature: Salvaged historic fabric (early door         Cost \$10,000       (round to nearest dollar)         Description of work: Protect and store salvaged histor         Evaluate feasibility for reuse of the saluate feasibility for feasibility for reuse of the saluate feasibility for feasibility feasibility for feasibility feasibility for feasibility feasibi	s and marble partitions) Contract Year of Proposed Work Completion: 2019 ric material in good condition on palettes. nistoric fabric in compatible new locations.  Completed Proposed Contract Year of Proposed Work Completion: 2022

#### 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 \$ <u>63,900</u> (round to nearest dollar)	Contract Year of Proposed Work Completion: 2022
Description of work: Replace roof.	
Maintenance C Rehabilitation/Restoration	🗅 Completed 🛛 🖶 Proposed
Building Feature: Plumbing system	
Cost \$ <u>18,300</u> (round to nearest dollar)	Contract Year of Proposed Work Completion: 2022
Description of work: Anticipated repairs, including wa	ater heater replacement.
Maintenance  Rehabilitation/Restoration	Completed Proposed
,	
Building Feature: Electrical system	
	Contract Year of Proposed Work Completion: 2022
Building Feature: Electrical system	
Building Feature: Electrical system Cost \$15,000 (round to nearest dollar)	
Building Feature: Electrical system Cost \$15,000 (round to nearest dollar)	
Building Feature: <u>Electrical system</u> Cost \$ <u>15,000</u> (round to nearest dollar) Description of work: <u>Anticipated repairs</u> .	Contract Year of Proposed Work Completion: 2022
Building Feature: Electrical system         Cost \$15,000 (round to nearest dollar)         Description of work: Anticipated repairs.         Maintenance       Rehabilitation/Restoration	Contract Year of Proposed Work Completion: 2022
Building Feature: Electrical system         Cost \$15,000 (round to nearest dollar)         Description of work: Anticipated repairs.         Maintenance       Rehabilitation/Restoration         Building Feature: HVAC	Contract Year of Proposed Work Completion: 2022

HISTORICAL PROPERTY CONTRACT APPLICATION REVISED JANUARY 2015

#### **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 \$ <u>7,875</u> (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 \$ <u>7,500</u> (round to nearest dollar)	Contract Year of Proposed Work Completion: 2024			
Description of work: Maintain and retain early marbl	e and ceramic tile finishes to the greatest extent			
feasible. Replace deteriorated	material in-kind.			
Maintenance D Rehabilitation/Restoration	🗋 Completed 🛛 🖬 Proposed			
Building Feature: Main lobby				
Cost \$ <u>5,000</u> (round to nearest dollar)	Contract Year of Proposed Work Completion: 2024			
Description of work: Maintain bronze and marble fin	shes.			
Maintenance     Rehabilitation/Restoration	Completed D Proposed			
Building Feature:				
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:			
Description of work:				
	Managana and an			

Ехнівіт "А"

HISTORICAL PROPERTY CONTRACT APPLICATION REVISED JANUARY 2015

#### 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

TRG INV XIV, LLC, Macbart LLC, Cresta 808 S Hobart 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

808 S. Hobart Boulevard

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

 THIS AGREEMENT is made and entered into this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_ 2016, by and \_\_\_\_\_\_\_

 LEAVE DATE BLANK UNTIL RECORDED;

 between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and \_\_\_\_\_\_\_

 TRG INV XIV, LLC, Macbart LLC, Cresta 808 S Hobart 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 <u>Ashby Apartments</u> and located at the street address <u>808 S. Hobart Boulevard</u>, Los Angeles, California <u>90005</u>, (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 5 <sup>2009</sup> : (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. 960 pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. 09 \_ 1530 ); or, (b) The Property was determined be Contributing Structure to the to а 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 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	TRG INV XIV, LLC, Macbart LLC, Cresta 808 S Hobart LLC
	Address	P.O. Box 6937
		Beverly Hills, CA 90212

## 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

Ву:	······································		· · · · · · · · · · · · · · · · · · ·
Deputy			Date

By:

VINCENT P. BERTONI, AICP, Director of Plan	ning	Date
Ву:	Owner Signature*	
	Rauben Robin Pript Name	<u>7-19-16</u> Date
Ву:	Owner Signature*	7-19-16
	Raubyn Robin Print Name	Date
Ву:	Owner Signature*	
	Reubon Robin	7-19-16
	Print Name	Date

#### APPROVED AS TO FORM MICHAEL N. FEUER, City Attorney

Βγ:\_

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 <u>Los Angele</u>		
On JULY 18 2016	before me, Stephen Rieder, Notary Public	
Date personally appeared	Reuben Robin Here Insert Name and Title of the Officer	
	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.

Brand Bra STEPHEN RIEDER MANNA: Commission # 2076174 Notary Public - California Los Angeles County My Comm. Expires Jul 29, 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 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, )		- 10/11		
Title or Type o	Attached Document, f Document: <u>Historical Propert</u>	y Challer Doch	Iment Date: ///// 1		
Number of Pag	ges: <u>6</u> Signer(s) Other Thar	Signer(s) Other Than Named Above:///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	Trustee		Guardian or Conservator		
Other:		Other:			
Signer Is Representing:		Signer Is Repre	esenting:		

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# 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: TRG INV XIV, LLC, Macbart LLC, Cresta 808 S Hobart LLC

2. ADDRESS: P.O. Box 6937, Beverly Hills, CA 90212

3. ADDRESS OF PROPERTY: 808 S. Hobart Boulevard, Los Angeles, CA 90005

4. HISTORIC-CULTURAL MONUMENT NUMBER: \_\_\_\_\_960 HPOZ: \_\_\_\_\_

- 5. TAX ASSESSED VALUATION (Attach a copy of your most recent tax bill): \$ 8,376,000
- 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. TRG INV XIV, LLC, Macbart LLC, Cresta 808 S Hobart LLC, 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 \_\_\_\_

, California. at OB **Owner's Name (print or type)** 

For Office Use Only

)	Exceptional HCM or HPOZ Contributing Structure?	_
١	Specific threat to resource? Complete HSR submitted?	

	•	8	
C)	Specific thr	reat to resource? Complete HSR submitted?	

Percent above limit \_\_\_\_\_\_% Criteria a, b, and c listed above satisfied? \_\_\_\_\_\_ Initial

> HISTORICAL PROPERTY CONTRACT APPLICATION REVISED MARCH 2016

, 2016,

	Y CONTRACT APPLICATION FORM					
OWNER INFORMATION						
PROPERTY ADDRESS: 808 S. Hobart Blvd. Los Angeles,						
OWNER(S) OF PROPERTY: Cresta 808 S Hobart LLC, TRG INV XIV, LLC.						
OWNER(S) MAILING ADDRESS: PO Box 6937 Beverly H	ills, CA 90212 Attn: Reuben Robin					
Home Telephone:	Work Telephone: <u>(</u> 310) 551-0660					
Mobile Telephone:	Alternate Telephone: <u>(424) 284-4483</u>					
	ALTERNATE EMAIL: afuentes@concord-re.com					
PROPERTY INFORMATION						
Legal Description: TRACT: TR 2189	Вьоск: <u>n/a</u> ьот: <u>203</u> АRB: <u>n/a</u>					
Assessor Identification Number (AIN): 5093 -	017 - 031 COUNCIL DISTRICT NO.: 10					
PROPERTY PURCHASE DATE: <u>9/4/2015</u>	Most Recent Assessed Value: \$5,969,611.00					
Owner Occupied: C Yes O No Use: C	SINGLE-FAMILY DWELLING OMULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL					
Addresses for all other property owned within the separate sheet of paper, labeled "Attachment E", A	( ) YES (•) NA					
Taxes on all property owned within the City of Lo	DS ANGELES ARE PAID TO DATE? O YES O NO					
ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FRO BUILDING AND SAFETY OR THE LOS ANGELES HOUSING D	O YES O NO					
HISTORICAL SIGNIFICANCE						
HISTORIC-CULTURAL MONUMENT (HCM)						
HCM NUMBER: <u>960</u> HCM NAME: <u>Ashby A</u>	Apartments					
CONTRIBUTOR TO A HISTORIC PRESERVATION OVER	RLAY ZONE (HPOZ)					
HPOZ NAME:	HISTORIC PROPERTY NAME:					
	ARCHITECT(S): May Maltzman					
PROPERTY CONTRACT.	RTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL         Image: state					
	EXHIBIT "A" Revised November 201					

#### REHABILITATION/RESTORATION/MAINTENANCE PLAN

# PROPERTY ADDRESS: 808 S. Hobart Blvd, 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, <u>NOT modernization, remodels, or construction of new elements</u>. 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 ReCoating			
<sub>Cost \$</sub> 10,400		Contract Year of Proposed Work Completion:	2015	
Description of work	c The roof was recoated with elast provide watertight membrane. Li	omeric foam over the existing roof m		
Maintenance	Rehabilitation/Restoration	Completed	Proposed	
Building Feature:	Exterior Painting			
<sub>Cost</sub> \$_59,565		Contract Year of Proposed Work Completion:	2015	
Description of work		or wall surfaces that were previously north and west elevations painted.	painted.	
Maintenance	□ Rehabilitation/Restoration	□ Completed	Proposed	
Building Feature:	Roof Drainage			
<sub>Cost</sub> <u>\$</u> 30,000		Contract Year of Proposed Work Completion:	2017	
Description of work		f drains. Existing drains are iron pipe run insid ver connections, or outflow is in an area conto		
Maintenance	□ Rehabilitation/Restoration	□ Completed	Proposed	
Building Feature: Windows - South and East (rear) elevations				
<sub>Cost</sub> <u>\$</u> 60,000			2017	
Description of work: Repaint all wood double hung windows on rear elevations. Work to include proper sanding, priming and repair of sash, and glazing as needed.				

#### REHABILITATION / RESTORATION / MAINTENANCE PLAN

# PROPERTY ADDRESS: 808 S. Hobart Blvd, 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, <u>NOT modernization, remodels, or construction of new elements</u>. 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 Wiring and Outle	ts		
Cost \$ 90,000 (round to nearest dollar)		2017	
	uilding with new wiring. Also install new G be done sequentially over successive yea		
■ Maintenance □ Rehabilitation/Restoration	Completed	Proposed	
Building Feature: Interior of Apartment Units	- As vacancy occurs		
Cost \$ 30,000 (round to nearest dollar)		2017-2020	
Description of work: Paint all surfaces, walls, ceiling, Maintain detail and contrasting c		work.	
Maintenance     Rehabilitation/Restoration	Completed	Proposed	
Building Feature: Banisters/Ballustrades, Internal Stairwells			
Cost \$_15,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2018	
Description of work: Remove existing paint on all metal railings to expose base metals (copper and steel) Restore original finishes to original two-tone appearance.			
■ Maintenance □ Rehabilitation/Restoration	Completed	Proposed	
Building Feature: Corridors - Electrical			
Cost \$(round to nearest dollar)	Contract Year of Proposed Work Completion:	2018	
Description of work: Install emergency exit lighting ar	nd exit signage in building, per code.		

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

# PROPERTY ADDRESS: 808 S. Hobart Blvd, 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, <u>NOT modernization, remodels, or construction of new elements</u>. 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:	lardwood Floors		
<sub>Cost</sub> \$_34,000		Contract Year of Proposed Work Completion:	2018
Description of work	Remove all existing carpeting from c hardwood flooring to similar color and lobby. Any deteriorated wood to be r	orridors and stairwells. Sand and refinish d sheen. Similar refinishing to occur in m repaired with matching material.	existing ain entrance
Maintenance	Rehabilitation/Restoration	□ Completed	Proposed
Building Feature:	Corridors - Walls and Trim		
<sub>Cost</sub> <u>\$</u> 30,000		Contract Year of Proposed Work Completion:	2018
Description of work	a Paint all corridor surfaces, walls, millwork. Maintain detail and con	ceiling, baseboards, crown moldings trasting colors.	s and
Maintenance	Rehabilitation/Restoration	Completed	Proposed
Building Feature:	levator Cabs		
<sub>Cost</sub> \$ <u>8,300</u>	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2018
Description of work		or cabs - walls and ceilings. Refinish all existing fabric and maintain original appe	
Maintenance	Rehabilitation/Restoration	Completed	Proposed
Building Feature:	levator Equipment		
<sub>Cost</sub> <u>\$</u> 50,000		Contract Year of Proposed Work Completion:	2018
Description of work	Replace all operating equipment, safe elevator operation.	, motors, cabling and pulleys as requ	ired for

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

# PROPERTY ADDRESS: 808 S. Hobart Blvd, Los Angeles, CA 90005

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■ Maintenance □ Rehabilitation/Restoration	□ Completed
· · · · · · · · · · · · · · · · · · ·	
Building Feature: Exterior Walls	
10.000	Contract Voor of Proposed Work Completion, 2018
Description of work: Repoint mortar joints where nee On stucco walls, (north and we with matching material.	eded, on south and east walls that are exposed red brick. st, primarily) fill all cracks and replace any spalling stucco
Maintenance  Rehabilitation/Restoration	🗌 Completed 🛛 🗮 Proposed
Building Feature: Entrance Door, northwe	est corner
	Contract Year of Proposed Work Completion: 2018
Description of work: Sand and repaint primary er	
Maintenance     Rehabilitation/Restoration	🗌 Completed 🛛 🖻 Proposed
Building Feature: Site and Grounds	
Cost \$_15,000 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2018
Description of work: Re-grade and slope entire si drainage. Resolve ponding p	ite around perimeter of building to ensure positive
Maintenance Rehabilitation/Restoration	🗌 Completed 🛛 🖶 Proposed
	— ····F····
Building Feature: Site and Grounds - Entr	· · ·
Building Feature: Site and Grounds - Entre Cost \$_20,000 (round to nearest dollar)	rance Gate and perimeter fence

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

# PROPERTY ADDRESS: 808 S. Hobart Blvd, Los Angeles, CA 90005

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□ Maintenance		Dramasad
	Completed	Proposed
Building Feature: Skylights over stairwells		
Cost \$ (round to nearest dollar)	Contract Veer of Branced Work Completion	2018
Description of work: Replace all glazing in skylights, configuration. Ensure watertight	or replace complete skylight with unit seal and proper flashing as needed.	of similar
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature: Corridors and Lobby - Ligh	iting	
Cost \$ (round to nearest dollar)		2019
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:	
Description of work: Replace lighting fixtures in all co	rridors. Install new chandelier and wa	all sconces
in main entrance lobby.		
Maintenance     Rehabilitation/Restoration		
•	Crossed Completed	Proposed
Building Feature: Exterior Lighting, Site and	Grounds	
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:	2019
Description of work: Install exterior lighting around bu	ilding and grounds	
	nang ana groanao.	
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature: Plumbing Lines - Supply an	nd Waste galvanized pipes	
Cost \$ 385,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2020
Description of work: Over successive years, beginning in 2020, remo copper piping. Access to be through plaster walls		place with new in bathrooms.

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

# PROPERTY ADDRESS: 808 S. Hobart Blvd, Los Angeles, CA 90005

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Maintenance	□ Rehabilitation/Restoration	Completed	Proposed
Building Feature:	Roof		
<sub>Cost \$</sub> 15,000	) (round to nearest dollar)		2025
Description of worl	expectancy. Pending future inspection, r	naterials. Roof was coated in 2015, and has ten epair needs to surface or decking may be identi e needed at that time, and require full removal a	year life fied. Remedial
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	κ.		

## 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

Bonnis Properties Cal 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

701 S. Hill Street

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

THIS AGREEMENT is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_ 2016, by and \_\_\_\_\_\_ 2016, by and \_\_\_\_\_\_ between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and Bonnis Properties Cal LP \_\_\_\_\_\_ (hereinafter referred to as the "Owner").

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 <u>Foreman & Clark Building</u> and located at the street address <u>701 S. Hill Street</u>, Los Angeles, California <u>90014</u>, (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 20 <sup>2009</sup> : (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 be to а 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	Bonnis Properties Cal LP
	Address	#300-526 Granville Street
		Vancouver, B.C. Canada V6C 1W6

## 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:				
- , -	VINCENT P. BERTONI, AICP, Director o	f Plann	ing	Date
	Please see attached CA Notarial Certificate for Notarization.	By:	Owner Signature* Kyra kos Bonnis Properties Cal LP 5/31/2016	Kerry Bunnis Principal
			Print Name	Date
		Ву:	Owner Signature*	
			Print Name	Date
		Ву:	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.

ACKNOW	LEDGMENT
A notary public or other officer completing th certificate verifies only the identity of the indi who signed the document to which this certif attached, and not the truthfulness, accuracy validity of that document.	ividual ficate is
State of California County of Los Angeles	
On May 31, 2016 before me,	Lilyanna Macias, Notary Public (insert name and title of the officer)
subscribed to the within instrument and acknow	evidence to be the person(ø) whose name(s) is/æré wledged to me that he/ <del>shé/the</del> y executed the same in by his/ <del>her/their</del> signature <del>(s</del> ) on the instrument the
I certify under PENALTY OF PERJURY under paragraph is true and correct.	the laws of the State of California that the foregoing
WITNESS my hand and official seal.	LILYANNA MACIAS Commission # 2005870 Notary Public - California Los Angeles County
Signature Libarra Ugars	(Seal)

# HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION			
PROPERTY ADDRESS: 701 S. Hill Street, Los An	geles, CA 900	014	
Owner(s) of Property: Bonnis Proper	ties Cal LP		
Owner(s) Mailing Address:#300-526 Gram	nville Street,	Vancouver, B.C. CANADA V6C IW6	
Home Telephone: <u>(604)</u> 328-5720		Work Telephone: <u>(604)</u> 738-4525	
Mobile Telephone: <u>(604) 328-5720</u>		ALTERNATE TELEPHONE:	
Owner(s) Email: <u>kkb@ telus.net</u>		ALTERNATE EMAIL: srubio@bonnis.net	
PROPERTY INFORMATION		n Nava i Fad in	P. News
Legal Description: TRACT: Mueller Sub N 1/2 E			
Assessor Identification Number (AIN): 5144		· · · · · · · · · · · · · · · · · · ·	
PROPERTY PURCHASE DATE: <u>3/23/2016</u>			
OWNER OCCUPIED: C YES  NO U	SE: C Singl	le-Family Dwelling 💿 🏵 Multi-Family/ Com	mercial/ Industrial
Addresses for all other property owned w separate sheet of paper, labeled "Attachme			C Yes • NA
Taxes on all property owned within the Cit	TY OF LOS AN	geles are PAID to date?	💽 Yes 🔿 No
ARE THERE ANY OUTSTANDING ORDERS TO COM BUILDING AND SAFETY OR THE LOS ANGELES HOU			C:Yes 💽 No
HISTORICAL SIGNIFICANCE			
HISTORIC-CULTURAL MONUMENT (HCM)			
HCM NUMBER: <u>953</u> HCM NAME:	Foreman & C	Clark Building	
Contributor to a Historic Preservatio	ON OVERLAY Z	ONE (HPOZ)	
HPOZ NAME:		HISTORIC PROPERTY NAME:	
ORIGINAL CONSTRUCTION DATE: 1929	A	RCHITECT(S): <u>Curlett &amp; Beelman</u>	
ARCHITECTURAL STYLE: Art Deco/Neo-Gothic			
I AM (WE ARE) THE PRESENT OWNER(S) OF THE	PROPERTY DE	ESCRIBED ABOVE AND HEREBY APPLY FOR AN	I HISTORICAL
PROPERTY CONTRACT.			
45	5/31/16		
Owner Signature	Date	Owner Signature	Date
K. Kerry Bonnis			

PRINT NAME

EXHIBIT "A"

PRINT NAME

Revised November 2015

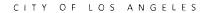
•



# PROPERTY ADDRESS: 701 S. Hill Street

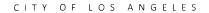
Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, <u>NOT modernization</u>, <u>remodels</u>, <u>or construction</u> <u>of new elements</u>. Although 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:	tuctural			
<sub>Cost</sub> \$235,000		Contract Year of Proposed Work Completion:	20	17
1	Retain structural engineer to dev building.	elop plans to seismically strengthen	the	
	Rehabilitation/Restoration	□ Completed		Proposed
Building Feature: Ar	rchitectural			
<sub>Cost</sub> \$ 525,000	) (round to nearest dollar)	Contract Year of Proposed Work Completion:	20	17
Description of work:	Retain architect to develop plans	to adaptively reuse the building.		
	Rehabilitation/Restoration	□ Completed		Proposed
Building Feature: Ar	chitectural Stone			
10 000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	20	17
	Retain qualified contractor to asse develop specifications to clean, re	ess the condition of the architectural epair, and replace as necessary.	ston	e and
	Rehabilitation/Restoration	Completed		Proposed
Building Feature:	indows			
			~~	17
<sub>Cost</sub> <u>\$</u> 25,000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	20	17



# PROPERTY ADDRESS: 701 S. Hill Street

Maintenance Rehabilitation/Restoration	Completed	Proposed
Building Feature: HVAC		
Cost \$2,000,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2018
Description of work: Install new central system. All d semi-public spaces.	ucts and runs will be concealed in pu	blic and
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature: Electrical		
Cost \$(round to nearest dollar)	Contract Year of Proposed Work Completion:	2018
Description of work: Replace all systems including pa concealed in public and semi-pu	anels and distribution. All conduit will	
Maintenance     Rehabilitation/Restoration	Completed	Proposed
	Completed	Proposed
□ Maintenance ■ Rehabilitation/Restoration Building Feature: Plumbing Cost \$_1,000,000 (round to nearest dollar)		Proposed 2018
Building Feature: Plumbing	Contract Year of Proposed Work Completion: mmon restrooms. Install new plumbin	2018
Building Feature: Plumbing Cost \$_1,000,000 (round to nearest dollar) Description of work: Replace all systems. Remove co ground floor tenant(s) and new d	Contract Year of Proposed Work Completion: mmon restrooms. Install new plumbin	2018
Building Feature: Plumbing Cost \$_1,000,000 (round to nearest dollar) Description of work: Replace all systems. Remove co ground floor tenant(s) and new d	Contract Year of Proposed Work Completion: mmon restrooms. Install new plumbin welling units on upper floors.	2018 ng for
Building Feature: Plumbing Cost \$1,000,000 (round to nearest dollar) Description of work: Replace all systems. Remove conground floor tenant(s) and new of	Contract Year of Proposed Work Completion: Immon restrooms. Install new plumbin Welling units on upper floors.	2018 ng for



# PROPERTY ADDRESS: 701 S. Hill Street

Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature: Structure		
Cost \$ 2,500,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2018
Description of work: Reinforce structure with new conc to roof. Locations will avoid impact	rete shear walls in several locations from s on character-defining spaces and feat	n basement tures.
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature: Architectural Stone (nor	th and east facades)	
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:	2018
Description of work: Clean, repair, and re-point as ne	ecessary.	
□ Maintenance	Completed	Proposed
Building Feature: Exterior concrete (south	and west facades)	
Cost \$(round to nearest dollar)	Contract Year of Proposed Work Completion:	2018
Description of work: Power wash to remove soil, remo prep, and re-paint.	ove and patch damaged concrete as	necessary,
Maintenance      Rehabilitation/Restoration	Completed	□ Proposed
Building Feature: Windows		
Cost \$_1,000,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2018
Description of work: Repair as necessary for operabi	lity, scrape and repaint frames. Repla windows with laminated glass.	ice in-kind

# PROPERTY ADDRESS: 701 S. Hill Street

Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature: Roof		
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:	2018
Description of work: Replace roof material and cover	with raised deck system for new lour	nge area.
□ Maintenance	Completed	Proposed
Building Feature: Ground Floor (north and	east facades)	
Cost \$_250,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2018
Description of work: Rehabilitate street-facing elevati tenants and to improve integrity		new
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature: Storefronts		
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:	2018
Description of work: Replace non-original storefronts ground floor.	with more compatible system for reco	onfigured
Maintenance      Rehabilitation/Restoration	□ Completed	□ Proposed
Building Feature: Ground Floor Interior		
Cost \$(round to nearest dollar)	Contract Year of Proposed Work Completion:	2018
Description of work: Remove non-original tenant imp and restaurant tenants.		

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

# PROPERTY ADDRESS: 701 S. Hill Street

Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature: Staircases		
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:	2018
Description of work: Repair and repaint staircase #1,	removed staircase #2, construct nev	v staircase.
Maintenance     Rehabilitation/Restoration	□ Completed	Proposed
Building Feature: Corridors		
Cost \$250,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2018
Description of work: Preserve wainscotting, moldings, missing; locations of doorways m	• •	here
□ Maintenance	Completed	□ Proposed
Building Feature: Office Spaces		
Cost \$(round to nearest dollar)	Contract Year of Proposed Work Completion:	2018
Description of work: Reuse office spaces as apartmen	ts.	
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature:		
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:	2018
Description of work:		

## 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

Kimo Allen Proudfoot

Julianne Zirkle Larsen

(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

4550 Griffin Avenue

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

THIS AGREEMENT is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_ 2016, by and (LEAVE DATE BLANK UNTIL RECORDED) between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and Kimo Allen Proudfoot and Julianne Zirkle Larsen (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 <u>Stafford House</u> and located at the street address <u>4550 Griffin Avenue</u>, Los Angeles, California <u>90031</u>, (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.

- October 6 2010 : (a) the City Council of the City of Los Angeles (iii) On N/A declared the Property Historic-Cultural Monument No. pursuant to Section 22.171.10 of 10 \_ 2331 the Los Angeles Administrative Code (Council File No. ); or, (b) The Property was determined be а Contributing Structure to 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 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 Address	Kimo Allen Proudfoot and Julianne Zirkle Larsen 4550 Griffin Avenue Los Angeles, CA 90031

# 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

By: \_

VINCENT P. BERTONI, AICP, Director of Plan	nning	Date
By:	CA My Owner Signature*	
	Kimo Allen Proudfoot	5/27/16
By:	Print Name	Date
by.	Owner Signature*	
	Julianne Zirkle Larsen	5/27/16
	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

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 <u>Los Angeles</u>) On <u>27<sup>th</sup> May 2016</u> before me, <u>You Sef Hossein</u>, Date Here Insert Name and Title of the Officer personally appeared <u>Julianne Zir Kle Lowsen & Kimo Allen Pre</u> Name(s) of Signer(s) State of California & Kimo Allen Provolfoot L

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.

OUSEF HOSSE COMM # 2057517 DTARY PUBLIC - CALIFORNIA OS ANGELES COUNTY OMM. EXPIRES FEB. 10, 2018

Signature 2

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.

<b>Description of Attached Document</b>		
Title or Type of Document:	CAL PRODEDTY CONTRACT	
Title or Type of Document:		
Signer(s) Other Than Named Above:		
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 Cor	vator 🗆 Trustee 🔅 Guardian or Conservator	
Other:	Other:	
Signer Is Representing:	Signer Is Representing:	

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# HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION		
PROPERTY ADDRESS: 4550 Griffin Avenue	e, Los Angeles, CA 90031	
Owner(s) of Property: Kimo Proudfoo	t and Julianne Larsen	
OWNER(S) MAILING ADDRESS: 4550 Griffin Avenue	e, Los Angeles, CA 90031	
Номе Telephone: <u>(310)</u> 795-1049	Work Telephone:	
Mobile Telephone: <u>(310)</u> 795-1049	Alternate Telephone: <u>(323)</u> 459-7818	
Owner(s) Email: jannecat@gmail.com	· · · · · · · · · · · · · · · · · · ·	
PROPERTY INFORMATION	and a second metric of the metric of the second of a second	
Legal Description: TRACT: Tract No 104, Montecito Heights	ВLOCK: <u>N/A</u> LOT: <u>4</u> ARB: <u>N/A</u>	
Assessor Identification Number (AIN): 5303 - 005	- <u>004</u> Council District no.: <u>1</u>	
PROPERTY PURCHASE DATE: <u>6/23/2014</u> Most	RECENT ASSESSED VALUE: \$703,786.00	
OWNER OCCUPIED:	e-Family Dwelling 🦷 🍯 Multi-Family/ Commercial/ Indus	TRIAL
Addresses for all other property owned within the City separate sheet of paper, labeled "Attachment E", and su	(• Yes (	~ NA
Taxes on all property owned within the City of Los And	SELES ARE PAID TO DATE?	No
ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM THE BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPART	MENT?	No
HISTORICAL SIGNIFICANCE	nnangan manang sa saman na san sana na anang a anang sa ang sang ang ang ang ang ang ang ang ang ang	1979-1977 / · · · · · · · · · · · ·
HISTORIC-CULTURAL MONUMENT (HCM)		
HCM NUMBER: HCM NAME:		
Contributor to a Historic Preservation Overlay Z	ONE (HPOZ)	
HPOZ NAME: Highland Park-Garvanza	HISTORIC PROPERTY NAME: <u>Stafford House</u>	
ORIGINAL CONSTRUCTION DATE: 1913 ARCHITECT(S): Chamberlain & Grey		
ARCHITECTURAL STYLE: Craftsman		
I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DE PROPERTY CONTRACT.	SCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL	25
Kimo Proudfoot	Julianne Larsen	
Print Name	Print Name	
EXHI	BIT "A" Revised Novemb	er 2015

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

# PROPERTY ADDRESS: 4550 Griffin Avenue, Los Angeles, CA 90031

Maintenance     Rehabilitation/Restoration	E Completed	Proposed
Building Feature: 2nd-story unit entry deck/b	alcony.	
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:	2015
Description of work: Waterproof and repair 2nd-story	deck and exterior shingle cladding	
Maintenance     Rehabilitation/Restoration	□ Completed	Proposed
Building Feature: Foundation		
Cost \$(round to nearest dollar)	Contract Year of Proposed Work Completion:	2016
Description of work: Bolt and secure foundation.		
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature: Plumbing		
Cost \$(round to nearest dollar)	Contract Year of Proposed Work Completion:	2017
Description of work: Fix leak under house, replace an	d update existing original outflow plu	mbing.
		_
Maintenance     Rehabilitation/Restoration		Proposed
Building Feature: Garage roof		
5 000 00	Contract Year of Proposed Work Completion:	2019
Description of work: Replace existing flat roof and add historically accurate banister.		

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

# PROPERTY ADDRESS: 4550 Griffin Avenue, Los Angeles, CA 90031

		<i></i>
■ Maintenance □ Rehabilitation/Restoration	Completed	Proposed
Building Feature: Retaining wall along North	east property line.	
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:	2020
Description of work: Replace seriously leaning retain	ing wall along Northeast property line	;.
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature: Exterior 3-foot shingle clad	ding.	
Cost \$30,000.00 (round to nearest dollar)		2021
	Contract real of Proposed work completion.	
Description of work: Restore and replace as needed	original exterior shingle cladding.	
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature:		
Cost \$_15,000.00 (round to nearest dollar)	Contract Year of Proposed Work Completion	2022
	contract real of reposed work completion.	
Description of work: Replace newer windows with his	torically accurate vintage windows.	
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature: Garage		
Cost \$_25,000.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2023
Description of work: Restore/replace exterior shingle original concrete slab and walls.	cladding as needed and rehab and re	estore

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

# PROPERTY ADDRESS: 4550 Griffin Avenue, 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, <u>NOT modernization, remodels, or construction of new elements</u>. 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 \$ 7,500.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2023
Description of work: Restore fireplace mantle and he	earth to its original design.	
□ Maintenance	Completed	Proposed
Building Feature: Chimney		
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:	2023
Description of work: Restore chimney to working con	dition.	
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature: Built-in cement planters		
Cost \$(round to nearest dollar)	Contract Year of Proposed Work Completion:	2024
Description of work: Replace existing crumbling built-	in cement planters in kind.	
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature: Interior doors		
Cost \$2,500.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2025
Description of work: Replace later interior doors with historically accurate vintage doors.		

### REHABILITATION/RESTORATION/MAINTENANCE PLAN

# PROPERTY ADDRESS: 4550 Griffin Avenue, Los Angeles, CA 90031

Proposed
2026
d floors.
Proposed
Proposed
Proposed

### 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

Schmidt Family 2014 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

1115 South Gramercy Place

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

 THIS AGREEMENT is made and entered into this
 day of
 2016, by and

 (LEAVE DATE BLANK UNTIL RECORDED)
 2016, by and

 between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and
 Schmidt Family 2014 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 <u>Hastings Residence</u> and located at the street address <u>1115 South Gramercy Place</u>, Los Angeles, California <u>90019</u>, (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 NA pursuant to Section 22.171.10 of declared the Property Historic-Cultural Monument No. NA the Los Angeles Administrative Code (Council File No. NA ); or, (b) The Property was determined to be а 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 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 Address	Schmidt Family 2014 Trust 1115 South Gramercy 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

Ву: \_\_

Deputy

By: \_

VINCENT P. BERTONI, AICP, Director of F	Planning			Date
	<b>Ву:</b> Ом	MA vner Signature	*	
	By:	richa-d Lovie nt Name wher Sig <del>nature</del>		Date 612 THE SCHMIBTIMICY 2014 TRUST
	Dov Pri By:	na Kathryn C nt Name	Sweet Schmidt 612 Titus scitm	Settlor + Trustee 5/20/16 Date ID F FAMILY 2014 TRUST
	Ow 	vner Signature	*	
	Pri	nt Name		Date

APPROVED AS TO FORM MICHAEL N. FEUER, City Attorney

By:\_

Deputy City Attorney, Office of the City Attorney

Date

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 JURAT WITH AFFIANT STATEMENT**

**GOVERNMENT CODE § 8202** 

See Attached Document (Notary to cross out lines 1–6 below)

124

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

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 ANGECES Subscribed and sworn to (or affirmed) before me

on this <u>20</u> day of <u>MAN</u>, 20 16, Month Date by (1) NICHARD LOUIS SCHMIDT (and (2) DONA KATHRYN SWEET SCHWLDT). Name(s) of Signer(s) proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me. Signature Signature of Notar Public

Seal Place Notary Seal Above

LISA PILLSBURY LORD Commission # 2071089

Notary Public - California

Los Angeles County My Comm. Expires Jun 10, 2018

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: HETORICAL PROPERTY CONTRACT\_Document Date:

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

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5910

### HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION		
PROPERTY ADDRESS:	1115 South Gramercy Place, Los Angeles, CA 9001	9
OWNER(S) OF PROPERTY:	Schmidt Family 2014 Trust	
OWNER(S) MAILING ADDRESS:	1115 South Gramercy Place, Los Angeles, CA 900:	19
Home Telephone: (323) 732-3041	Work Telephone: (323) 737-1087	999 219 219 219 219 219 219 219 219 219
MOBILE TELEPHONE: (323) 793-4007	ALTERNATE TELEPHONE: (213) 718-5	9786
OWNER(S) EMAIL: game7@speakeasy.net [[	Rich] ALTERNATE EMAIL: kathisweet@ya	hoo.com [Kathi]
PROPERTY INFORMATION		
Legal Description: TRACT: TR 38	343 ВLOCK: None Lot: 24	ARB: <u>None</u>
Assessor Identification Number (AIN): 508	1 - 026 - 013 COUNCIL I	DISTRICT NO.: 10
PROPERTY PURCHASE DATE: 9/12/2003	MOST RECENT ASSESSED VALUE: \$761,017.00	)
OWNER OCCUPIED: 🤄 YES 🗇 No	USE: 🤅 SINGLE-FAMILY DWELLING 👘 MULTI-FAMILY/	Commercial/ Industrial
	WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A MENT E", AND SUBMITTED WITH THIS APPLICATION?	🦳 Yes 🕡 NA
TAXES ON ALL PROPERTY OWNED WITHIN THE	CITY OF LOS ANGELES ARE PAID TO DATE?	
ARE THERE ANY OUTSTANDING ORDERS TO CO BUILDING AND SAFETY OR THE LOS ANGELES H	OMPLY FROM THE LOS ANGELES DEPARTMENT OF OUSING DEPARTMENT?	CYES (@ NO
HISTORICAL SIGNIFICANCE		
HISTORIC-CULTURAL MONUMENT (HCM	)	
HCM NUMBER: HCM NAME		₩₽₩₽₽₩₽₽₩₽₩₽₩₽₩₽₩₽₩₽₩₽₩₽₩₽₩₽₩₽₩₽₩₽₩₽₩₽
Contributor to a Historic Preserva	tion Overlay Zone (HPOZ)	
HPOZ NAME: Country Club Park	HISTORIC PROPERTY NAME: Hasti	ngs Residence
ORIGINAL CONSTRUCTION DATE: 1923	ARCHITECT(S): Winchton L .	Risley
ARCHITECTURAL STYLE:	English Revival	aanaa saadaa ay aha daa qaa daa aha aha aha aha aha daa daa daa d
I AM (WE ARE) THE PRESENT OWNER(S) OF TH PROPERTY CONTRACT.	HE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FO	ir an Historical $\Lambda$
1/h	02/04/16 2000	1 2-26-11
OWNER SIGNATURE	DATE OWNER SIGNATURE	DATE
Richard Louis Schmidt	Dona Kathryn Sweet Schmidt	n bala da se a fan a Bala da fan a f
Print Name	Print Name	
	EXHIBIT "A"	Revised November 2015

### REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS:

# 1115 South Gramercy Place

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, <u>NOT modernization, remodels, or construction of new elements</u>. 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:	S	eismic retrofitting	
+			2015
<sub>Cost</sub> <u>\$</u> 7,400	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2010
Description of work	$_{\rm c}$ Seismic retrofit the residence		
Maintenance	Rehabilitation/Restoration	Completed	Proposed
Building Feature:		Electrical	
<sub>Cost</sub> \$10,000			2015
Cost \$	(round to nearest dollar)	Contract Year of Proposed Work Completion:	
Description of work	c Upgrade electric system through	ughout the residence.	
Maintenance	Rehabilitation/Restoration	Completed	Proposed
Building Feature:		Plumbing	
<sub>Cost</sub> \$_1,000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2015
Description			
Description of work	Copper upgrade from residen	ce to street.	
<u></u>			
Description of work	Rehabilitation/Restoration	Completed	Proposed
Maintenance	Rehabilitation/Restoration		Proposed
<ul> <li>Maintenance</li> <li>Building Feature:</li> </ul>	Rehabilitation/Restoration	Completed Windows	
Maintenance	Rehabilitation/Restoration	Completed Windows	Proposed 2015
□ Maintenance Building Feature: Cost \$2,500	Rehabilitation/Restoration	Completed Windows	

HISTORICAL PROPERTY CONTRACT APPLICATION REVISED MARCH 2016

### REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS:

# 1115 South Gramercy Place

Maintenance	Rehabilitation/Restoration	E Completed	Proposed
Building Feature:	Inte	erior surfaces	
<sub>Cost</sub> \$_7,000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2016
Description of wor	k: Prep/paint all interior surfaces.		
Maintenance	Rehabilitation/Restoration	E Completed	Proposed
Building Feature:		Trees	
<sub>Cost</sub> \$_4,000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2016
Description of wor	$_{\rm c}$ Trim all trees in the rear yard of	10,000 sq ft lot.	
Maintenance	Rehabilitation/Restoration	Completed	Proposed
<ul> <li>Maintenance</li> <li>Building Feature:</li> </ul>		Completed	Proposed
			Proposed       2016
Building Feature: Cost \$3,000	Light (round to nearest dollar)	fixtures/hardware Contract Year of Proposed Work Completion: ire rehabilitation. Heating grates, doc	2016
Building Feature: Cost \$3,000	Light fixtures in house requ	fixtures/hardware Contract Year of Proposed Work Completion: ire rehabilitation. Heating grates, doc	2016
Building Feature: Cost \$ <u>3,000</u> Description of work	Light fixtures in house request hardware need to be rehabilitate	Fixtures/hardware Contract Year of Proposed Work Completion: ire rehabilitation. Heating grates, doc d/replaced.	2016 or & window
Building Feature: Cost \$ <u>3,000</u> Description of work	Light fixtures in house request hardware need to be rehabilitate	Fixtures/hardware Contract Year of Proposed Work Completion: ire rehabilitation. Heating grates, doc d/replaced.	2016 or & window

### REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS:

# 1115 South Gramercy Place

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, <u>NOT modernization, remodels, or construction</u> <u>of new elements</u>. 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					
Maintenance	Rehabilitation/Restoration	Completed	Proposed		
Building Feature:	Building Feature: Front landscape/hardscape				
<sub>Cost</sub> <u>\$</u> 5,000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2017		
Description of work		c sidewalk to the front door and the doors / dead & needs total rehabilitation with ap			
Maintenance	Rehabilitation/Restoration	Completed	Proposed		
Building Feature:		Back yard			
<sub>Cost</sub> \$_9,000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2017		
Description of work	: One of the property's greatest assets many years. A drought tolerant plan r outdoor lighting needs to be replaced	is its huge back yard and it has been negle needs to be designed & implemented. On a	ected for Iddition, all		
□ Maintenance	Rehabilitation/Restoration	Completed	Proposed		
Building Feature:		Awnings			
<sub>Cost</sub> \$_3,500	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2018		
Description of work	•	ce are deteriorating and need to be rep are necessary to protect house from su			
Maintenance	Rehabilitation/Restoration	Completed	Proposed		
Building Feature:	Pull-down scr	eens/interior of windows			
<sub>Cost</sub> <u>\$</u> 10,000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2018		
Description of work		ash windows; 13 inoperable roller screens. Mu bilitate roller screens; reinstall; the whole plas			

Ехнівіт "А"

### REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS:

# 1115 South Gramercy Place

Maintenance	Rehabilitation/Restoration		Completed	Pr	oposed
		rior of residence	·		•
Building Feature:	ander an ander and a state of the	·····		2010	 C
<sub>Cost</sub> \$_10,000	(round to nearest dollar)	Contract Year of Proposed	Work Completion:	2019	9
Description of work	The house requires a new prep/ including reglazing of some.	paint job. Windows wil	require specia	al atter	ntion
Maintenance	Rehabilitation/Restoration		Completed	🖬 Pr	oposed
Building Feature:	Grour	nd floor bathroom			
<sub>Cost</sub> \$_7,500	(round to nearest dollar)	Contract Year of Proposed	Nork Completion:	2020	)
Description of work	The previous owner did a poor job ren & also ugly this historian believes that	novating the downstairs ba t making it presentable sh	throom. Since it ould count as a p	is not c roject.	original
Maintenance	Rehabilitation/Restoration		Completed		
			E completed		oposed
Building Feature:		Garage			oposed
	·		• • • • • • • • • • • • • • • • • • • •		•
Building Feature: Cost \$	·	Contract Year of Proposed owner. It is cracked at the fo plicated. Needs stucco rehat	Nork Completion: bundation line & to ilitation; new elec	202 <sup>4</sup>	1 rth of
Building Feature: Cost \$	(round to nearest dollar) "The garage is in really bad shape" the the paired barn doors, which must be dup	Contract Year of Proposed owner. It is cracked at the fo plicated. Needs stucco rehat	Nork Completion: bundation line & to ilitation; new elec	202 the not tric, doo	1 rth of
Building Feature: Cost \$12,000 Description of work	"The garage is in really bad shape" the the paired barn doors, which must be dup rehung; window rehabilitated. This structu	Contract Year of Proposed owner. It is cracked at the fo plicated. Needs stucco rehat	Work Completion: bundation line & to ilitation; new elec glect.	202 the not tric, doo	1 rth of rs
Building Feature: Cost \$ Description of work	(round to nearest dollar) "The garage is in really bad shape" the the paired barn doors, which must be du rehung; window rehabilitated. This structu Rehabilitation/Restoration	Contract Year of Proposed owner. It is cracked at the fo plicated. Needs stucco rehat ure has suffered the most ne	Nork Completion: bundation line & to bilitation; new elec glect.	202 the not tric, doo	1 rth of rs oposed

### REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS:

# 1115 South Gramercy Place

Maintenance	Rehabilitation/Restoration		Proposed
Building Feature:		HVAC	
<sub>Cost</sub> \$_10,000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2023
Description of work	: Old gravity heater at end of life or removed from heating ducts. AC	ycle. Must be replaced. Asbestos mu to be added.	ıst be
□ Maintenance	Rehabilitation/Restoration	Completed	Proposed
Building Feature:		Kitchen	
<sub>Cost</sub> <u>\$</u> 20,000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2024
Description of work	: Kitchen also was poorly remodel presentable by replacing counter	ed by previous owner. Owner wishes tops, cabinet doors & lighting.	to render it
Maintenance	Rehabilitation/Restoration	Completed	Proposed
Building Feature:	F	lumbing	
<sub>Cost</sub> \$5,000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2025
Description of work	Replace all interior galvanized pl	umbing with copper plumbing.	
Maintenance	Rehabilitation/Restoration	Completed	Proposed
Building Feature:	Fi	replace	
<sub>Cost</sub> \$_5,000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2026
Description of work	Restore fireplace to original desig	gn & functionality.	

### REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS:

# 1115 South Gramercy Place

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, <u>NOT modernization, remodels, or construction of new elements</u>. 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: Ma	ster bathroom
Cost \$ 10,000 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2027
Description of work: "The master bedroom is in the worst s & the cracked walls rehabilitated. It als	shape" the owner. The weakened floor must be replaced so needs a new combination tub/shower installed.
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:	1410-141 - 1411-141 - 1-1-141-1-1-1-1-1-1-1-
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:	

Ехнівіт "А"

### 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.

Ехнівіт "В"

### 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

5715 - 5717 N. Figueroa, 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

5715 - 5717 N. Figueroa St. Los Angeles, CA 90042

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

THIS AGREEMENT is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_ 2016, by and (LEAVE DATE BLANK UNTIL RECORDED) 2016, by and between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and \_\_\_\_\_\_\_ (hereinafter referred to as the "Owner").

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 Frank's Camera and located at the street address <u>5715 5717 N. Figueroa St.</u>, Los Angeles, California <u>90042</u>, (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.

- , : (a) the City Council of the City of Los Angeles (iii) On 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 а 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 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	5715 - 5717 N. Figueroa, LLC	
	Address	530 S. Hewitt St. #144	

Los Angeles, CA 90013

### 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

By:			_
	VINCENT P. BERTONI, AICP, Director of Plann	ing Dat	e
	Βγ:	Owner Signature*	-
	its manager: its manager:	5715 - 5717 N. Figueroa, LLC 5715 - 5717 N. Figueroa Manager, LLC Engine Real Estate, LLC	
		David Walker - Managing Member	
		Print Name Da	te
	Ву:		-
		Owner Signature*	
		Print Name Da	te

APPROVED AS TO FORM MICHAEL N. FEUER, City Attorney

By:\_

Deputy City Attorney, Office of the City Attorney

Date

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 24 . 2016 before me, C. GUZMAN, NOT. appeared	<u>ARY PUBLIC</u> personally , who proved
to me on the basis of satisfactory evidence to be the person( $\mathscr{S}$ ) which subscribed to the within instrument and acknowledged to me that same in his/her/their authorized capacity( $i\mathscr{S}$ ), and that by his/her instrument the person( $\mathscr{S}$ ), or the entity upon behalf of which the persont instrument.	t he/ <del>she/they</del> executed the / <del>their</del> signature(s) on the
I certify under PENALTY OF PERJURY under the laws of the S Foregoing paragraph is true and correct.	State of California that the
WITNESS my hand and official seal. Signature (Seal)	C. GUZMAN Commission # 2080657 Notary Public - California Los Angeles County My Comm. Expires Sep 5, 2018

### 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.

		5715 -	5717	N. Fiau	Jeroa.	LLC
1.	NAME:			5	,	

2. ADDRESS: 530 S. Hewiit St. #144 Los Angeles, CA 90013

3. ADDRESS OF PROPERTY: 5715 - 5717 N. Figueroa St. Los Angeles, CA 90042

4. HISTORIC-CULTURAL MONUMENT NUMBER: \_\_\_\_\_ or HPOZ: \_\_\_\_\_

5. TAX ASSESSED VALUATION (Attach a copy of your most recent tax bill): \$

- 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 th	his day of	, 2016,
at, California	).	
5715 - 5717 N. Figueroa, LLC its manager: 5715 - 5717 N. Figueroa Manager, LLC its manager: Engine Real Estate, LLC David Walker - Managing Member	(sten)	
Owner's Name (print or type)	Owners Signature	
For Of	fice Use Only	
A) Cumulative loss of more than \$2,000,000?		
B) Exceptional HCM or HPOZ Contributing Struct	ure?	
C) Specific threat to resource? Complete HSR sul	bmitted?	
Percent above limit% Criteria a, b, and o	c listed above satisfied? Initia	l

# HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION				
PROPERTY ADDRESS: 5715 - 5717 N. Figueroa St. Los	Angeles, (	A 90042		
OWNER(S) OF PROPERTY: 5715 - 5717 N. Figueroa, LI	_C			
Owner(s) Mailing Address: 530 S. Hewitt St. Los A	ngeles, CA	90013		
Home Telephone:	V	/ork Telepho	NE: 213.405.9784	ext 103
MOBILE TELEPHONE: <u>323.336.2917</u>	A	lternate Teli	EPHONE: 213.405.	9784 ext 102
OWNER(S) EMAIL: jeffrey@enginerealestate.com	A	lternate Ema	AIL: david@engine	erealestate.com
PROPERTY INFORMATION Ralph Rogers - Subdivision	D: -		Lot. 18 & 19	ADD. NONE
Legal Description: TRACT: Subdivision Block 4 Highland Pa	ark			
Assessor Identification Number (AIN): 5492				
PROPERTY PURCHASE DATE: 10/16/2015	Most Rec	ent Assessed	VALUE: \$3,400,00	0
OWNER OCCUPIED: YES • NO USE:	SINGLE-FA	AILY DWELLING	MULTI-FAMILY	Y/ COMMERCIAL/ INDUSTRIAL
Addresses for all other property owned within t separate sheet of paper, labeled "Attachment E",				Yes • NA
Taxes on all property owned within the City of L	os Angele	S ARE PAID TO	DATE?	• Yes No
ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FRO BUILDING AND SAFETY OR THE LOS ANGELES HOUSING			PARTMENT OF	💮 Yes 🔶 No
HISTORICAL SIGNIFICANCE	да нај та на крат на такот на коло			na hanan dalah dalah dalah dalah dalah di sang dalah dalam kanan kanada dalah dalah dalah dalah dalah dalah dal
HISTORIC-CULTURAL MONUMENT (HCM)				
HCM NUMBER: HCM NAME:				
Contributor to a Historic Preservation Ove	rlay Zone	(HPOZ)		
HPOZ NAME: Highland Park-Garvanza	Нізт	ORIC PROPERT	Y NAME: Frank's C	amera Building
Original Construction Date: 1928	Archi	тест(s): <u>John</u>	G. Fleming	······································
ARCHITECTURAL STYLE: Streamline Classical				
I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPE PROPERTY CONTRACT.	<b>RTY DESCR</b> /2016	BED ABOVE A	ND HEREBY APPLY I	FOR AN HISTORICAL
OWNER SIGNATURE 5715 - 5717 N. Figueroa, LLC Its Manager: 5715 - 5717 N. Figueroa Manager,		wner Signatu	IRE	Date
Its Manager: Engine Real Estate, LLC PRINT NAME David Walker - Managing Member	P	rint Name		
	EXHIBIT	"A"		Revised November 2015

### 5715-5717 N. Figueroa Street, Los Angeles, CA

**PROPERTY ADDRESS:** 

Maintenance Rehabilitation/Restoration Structural system Building Feature:	🗆 Completed 🖬 Proposed
612,600 Cost \$ (round to nearest dollar)	frames on basement, first floor, and second
Maintenance Rehabilitation/Restoration Exterior walls Building Feature:	🗆 Completed 🖬 Proposed
12,000 Cost \$ (round to nearest dollar) Repair, reseal, and clean brick a Description of work: means possible, pressure washi	nd cast concrete as needed (using gentlest
Maintenance Rehabilitation/Restoration Windows with existing sash Building Feature:	Completed Proposed
20.000	
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:O 16
	ach ta mavimum avtant fasaible. Anv
Description of work: Repair existing historic window s replacement sash to match exist	ash to maximum extent feasible. Any ing. Remove any existing security grills. Repair

### 5715-5717 N. Figueroa Street, Los Angeles, CA

PROPERTY ADDRESS:

Maintenance Rehabilitation/Restoration Roof Building Feature:	🗖 Completed 🖬 I	Proposed
70,000 Cost \$ (round to nearest dollar) Repair and Replace Description of work:	Contract Year of Proposed Work Completion:	1016
□ Maintenance ■ Rehabilitation/Restoration MEP systems Building Feature:	🗆 Completed 🛛 🖶	Proposed
354,800 Cost \$ (round to nearest dollar) Inspect mechanical, electrical, ar Description of work: ensure functionality and safety. N	nd plumbing systems, including elevator, t	
Maintenance Rehabilitation/Restoration Fire Sprinkler Systems Building Feature:	🗆 Completed 🖷 F	Proposed
building reactive.		
45,000	contract real of roposed work completion.	516
45,000 Cost \$ (round to nearest dollar)	systems and life safety systems	ントレ Proposed

### 5715-5717 N. Figueroa Street, Los Angeles, CA

**PROPERTY ADDRESS:** 

Maintenance Rehabilitation/Restoration Storefront and bulkheads Building Feature:	🗆 Completed 🖬 Proposed
40,000 Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion: preserving existing brick and granite bulkheads
Maintenance Rehabilitation/Restoration Wood Floors Building Feature:	🗆 Completed 🖬 Proposed
12,500 Cost \$ (round to nearest dollar) Retain and repair existing wood Description of work:	
Maintenance Rehabilitation/Restoration Interior walls Building Feature:	🗆 Completed 🖷 Proposed
20,000 Cost \$ (round to nearest dollar)	
Description of work: possible, pressure washing at les	
Maintenance Rehabilitation/Restoration Tin ceilings Building Feature:	🗆 Completed 📓 Proposed
5,500 Cost \$ (round to nearest dollar) Retain and repair existing tin cei Description of work:	Contract Year of Proposed Work Completion:CO(6

## 5715-5717 N. Figueroa Street, Los Angeles, CA

PROPERTY ADDRESS:

<ul> <li>Maintenance</li> <li>Building Feature: 40,000</li> <li>Cost \$</li> <li>Description of wo</li> </ul>	Frank's Camera roof and projecting (round to nearest dollar) Retain, repair, and clean as need	Completed wall signs Contract Year of Proposed Work Completion: ded existing Frank's Camera roof and	
	□ Rehabilitation/Restoration Exterior walls	Completed	Proposed
<b>5,000</b> Cost \$	(round to nearest dollar)	Contract Year of Proposed Work Completion: st means possible, pressure washing	
	Rehabilitation/Restoration     Gutters and downspouts	Completed	Proposed
800	(round to nearest dollar)	Contract Year of Proposed Work Completion:	annually
Description of wo	<sub>rk:</sub> Clean gutters and downspouts a	s needed to ensure ongoing operabi	lity
	Rehabilitation/Restoration Windows and doors	Completed	Proposed
1,200	(round to nearest dollar)	Contract Year of Proposed Work Completion:	annually
Description of wo	<sup>rk:</sup> remains weather-tight, prohibiting	ly weather-stripping, regularly to ens g moisture intrusion.	ure building

### 5715-5717 N. Figueroa Street, Los Angeles, CA

**PROPERTY ADDRESS:** 

Maintenance [ Ro	Rehabilitation/Restoration of		Completed		Proposed
1500 Cost \$	(round to nearest dollar) Inspect roof and make repairs as		Completion:	anr	nually
ME	Rehabilitation/Restoration P systems		Completed		Proposed
1500 Cost \$	(round to nearest dollar) Inspect mechanical, electrical, an ensure functionality and safety. N	Contract Year of Proposed Work			to
Ext	Rehabilitation/Restoration terior walls		Completed		Proposed
800 Cost \$	(round to nearest dollar) Repaint and/or reseal building ext	Contract Year of Proposed Work	Completion:	eve	ry 5 yrs
Str	Rehabilitation/Restoration uctural system		Completed		Proposed
2500 Cost \$ Description of work:	(round to nearest dollar) Evaluate structural integrity, inclu members, and seismic retrofit wo through bolts	ding of foundation, roofing	, load-bea	ring	

### 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.

Ехнівіт "В"

### 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 Hoffman

Julie Hoffman

(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

6665 Emmet Terrace

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

(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 <u>Clyde Cook Residence</u> and located at the street address <u>6665 Emmet Terrace</u>, Los Angeles, California <u>90068</u>, (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 , <sup>1992</sup> : (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 92 \_ 0235 the Los Angeles Administrative Code (Council File No. ); or, (b) The Property determined to be Contributing to was а Structure 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 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 and Julie Hoffman 3931 Puerco Canyon Road
	Address	Malibu, CA 90265

### 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

By:\_

VINCENT P. BERTONI, AICP, Director	of Plann	ing	Date
	By:	Owner Signature*	
		Gary Hoffman	5/24/16
		Print Name	Date
	By:	<u>Ome Man</u> Owner Signature*	5/26/10
		Julie Hoffman	
		Print Name	Date
	Βγ:	Owner Signature*	
		Print Name	Date

APPROVED AS TO FORM MICHAEL N. FEUER, City Attorney

By:

Deputy City Attorney, Office of the City Attorney

Date

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 <u>May 26<sup>th</sup> 2016</u> before me, <u>Devin Effertz</u> Notary Public,
personally appeared Julie Hoffman, Gary Hoffman
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 be/she/they executed the same in bis/ber/their authorized capacity(ies), and that by bis/ber/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. DEVIN EFFERTZ Commission # 2066936 Notary Public - California Los Angeles County My Comm. Expires May 3, 2018
Signature:(Seal)OPTIONAL
Description of Attached Document
Title or Type of Document: Historical Property Contract Number of Pages:
Document Date: Other:

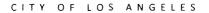
# HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION	
PROPERTY ADDRESS: 6665 Emmet Terra	ace, Hollywood, CA 90068
Owner(s) of Property: Gary and	Julie Hoffman
Owner(s) Mailing Address: 3931 Puerco Canyo	n Road, Malibu, CA 90265
Номе Теlephone: <u>(310) 456-1830</u>	WORK TELEPHONE:
MOBILE TELEPHONE: <u>(310)</u> 429-3572	Alternate Telephone: <u>(310) 383-0390</u>
OWNER(S) EMAIL: garyhofprods@charter.net	ALTERNATE EMAIL: benjamindavidhoffman@gmail.com
PROPERTY INFORMATION	nna na na su sun na mangana na mangana ang ang ang ang ang ang ang ang a
Legal Description: TRACT: Tract No. 3639, Whitley Heights B	LOCK: N/A LOT: 28 ARB: N/A
Assessor Identification Number (AIN): <u>5575</u> - <u>008</u>	- <u>005</u> Council District no.: <u>4</u>
PROPERTY PURCHASE DATE: 2/17/2015 MOST R	ECENT ASSESSED VALUE: \$1,310,013.00
OWNER OCCUPIED: YES IN NO USE: SINGLE-F	AMILY DWELLING MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL
Addresses for all other property owned within the City of separate sheet of paper, labeled "Attachment E", and sub	Sector YES NA
TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGEI	LES ARE PAID TO DATE? • YES NO
ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM THE L BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPARTM	YFS NO
HISTORICAL SIGNIFICANCE	n forbarten ertenstattenen – en almere tetens er er en er er filse erten er sin etterste er er ertalen anderetanskarten som
HISTORIC-CULTURAL MONUMENT (HCM)	
HCM NUMBER: HCM NAME:	
Contributor to a Historic Preservation Overlay Zon	e (HPOZ)
HPOZ NAME: Whitley Heights His	STORIC PROPERTY NAME: Clyde Cook Residence
ORIGINAL CONSTRUCTION DATE: 1923 ARCI	HITECT(S): None
ARCHITECTURAL STYLE: Mediterranean Revival	
I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESC PROPERTY CONTRACT. AISJ 2016	RIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL
OWNER SIGNATURE DATE	DWNER SIGNATURE DATE
	Julie Hoffman
PRINT NAME	Print Name
ЕХНІВІ	T "A" Revised November 2015

### REHABILITATION/RESTORATION/MAINTENANCE PLAN

# PROPERTY ADDRESS: 6665 Emmet Terrace, Hollywood, CA 90068

Maintenance     Rehabilitation/Restoration	Completed		Proposed
Cost \$_2,500.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	20	15
Description of work: Install copper plumbing in severa	l areas.		
Maintenance     Rehabilitation/Restoration	Completed		Proposed
Building Feature: Sewer line			
Cost \$(round to nearest dollar)	Contract Year of Proposed Work Completion:	20	15
Description of work: Replace sewer line			
Aintenance C Rehabilitation/Restoration	Completed		Proposed
Building Feature: House and Garage			
Cost \$2,682.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	20	15
Description of work: Termite remediation in garage.			
Maintenance     Rehabilitation/Restoration	Completed		Proposed
Building Feature: Front gate			
Cost \$(round to nearest dollar)	Contract Year of Proposed Work Completion:	20	15
Description of work: Replace front gate and install sec	curity system and lights.		



# PROPERTY ADDRESS: 6665 Emmet Terrace, Hollywood, CA 90068

Maintenance  Rehabilitation/Restoration       Building Feature:	E Completed	Proposed
Building Feature:	Contract Year of Proposed Work Completion:	2015
Description of work: Replace damaged tile in kind.		
<ul> <li>Maintenance Rehabilitation/Restoration</li> <li>Building Feature: Maid's kitchenette</li> </ul>	Completed	Proposed
Cost \$(round to nearest dollar)	Contract Year of Proposed Work Completion:	2015
Description of work: Replace damaged cabinetry in ki	nd.	
Avaintenance	E Completed	
•		Proposed
Building Feature: Electrical Cost \$ 480.00 (round to nearest dollar)		2015
Building Feature: Electrical		
Building Feature: Electrical Cost \$480.00 (round to nearest dollar) Description of work: Minor electrical upgrade. Maintenance Rehabilitation/Restoration		
Building Feature: Electrical Cost \$ 480.00 (round to nearest dollar) Description of work: Minor electrical upgrade.	Contract Year of Proposed Work Completion:	2015

### REHABILITATION/RESTORATION/MAINTENANCE PLAN

# PROPERTY ADDRESS: 6665 Emmet Terrace, Hollywood, CA 90068

Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature: Foundation		
Cost \$_10,000.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2017
Description of work: Repair foundation and bolt house	e to it.	
		······
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature: House and garage roofs		
Cost \$(round to nearest dollar)	Contract Year of Proposed Work Completion:	2017
Description of work: Repair roofs to prevent leakage.		
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature: Garage doors		
Cost \$_16,600.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2017
Description of work: Replace garage doors with more	historic design.	
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature:		
1 000 00	Contract Year of Proposed Work Completion:	2018
Description of work: Replace missing window screens	to math originals.	

### REHABILITATION/RESTORATION/MAINTENANCE PLAN

# PROPERTY ADDRESS: 6665 Emmet Terrace, Hollywood, CA 90068

🗋 Maintenance 🛛 🖬 Rehabilitation/Restoration		
	Completed	Proposed
Building Feature: Front stairs from street to h	ouse.	
Cost \$ (round to nearest dollar)		2018
Description of work: Repair front stairs retaining origi	nal texture of concrete.	
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature: Window sills, thresholds, e	tC.	
Cost \$_4,500.00 (round to nearest dollar)		2018
Description of work: Miscellaneous dry rot repairs of	vindow sills, thresholds, etc.	
Maintenance     Rehabilitation/Restoration	Completed	Proposed
		a noposeu
Building Feature:		
Building Feature: Windows Cost \$_50,000.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2019
	eplace non historic window with winc	2019
Cost \$50,000.00 (round to nearest dollar) Description of work: Restore all original window and r match original, paint all windows Maintenance Rehabilitation/Restoration	eplace non historic window with winc	2019
Cost \$50,000.00 (round to nearest dollar) Description of work: Restore all original window and r match original, paint all windows Maintenance Rehabilitation/Restoration	eplace non historic window with winc	2019 lows to
Cost \$50,000.00 (round to nearest dollar) Description of work: Restore all original window and r match original, paint all windows	eplace non historic window with wind	2019 lows to

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

# PROPERTY ADDRESS: 6665 Emmet Terrace, Hollywood, CA 90068

Maintenance Rehabilitation/Restoration	Completed		Proposed
Building Feature: Rear stairs to Bonair Place	).		
Cost \$ (round to nearest dollar)		20	22
Cost $\qquad \qquad \qquad$	Contract Year of Proposed Work Completion:		
Description of work: Replace wooden stairs in kind s	o supply access to rear street.		
Maintenance     Rehabilitation/Restoration	Completed		Proposed
Building Feature: Gate to Bonair Place			
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:	20	22
Description of work: Building new gate for Bonair Pla			
Maintenance     Rehabilitation/Restoration	Completed		Proposed
Building Feature: Garage roof			
Cost \$5,000.00 (round to nearest dollar)		20	22
Cost $\qquad \qquad \qquad$	Contract Year of Proposed Work Completion:		
Description of work:			
Maintenance     Rehabilitation/Restoration			Proposed
Building Feature: Kitchen ovens			
Cost \$5,000.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	20	23
			······
Description of work: Electrical upgrade to convert ovens from available and would require reconfigurin- to repair old ones are unavailable.	gas to electric. Size of existing gas ovens is r g historic kitchen cabinetry to accommodate ne	no lor ew or	nger les. Parts

### REHABILITATION/RESTORATION/MAINTENANCE PLAN

# PROPERTY ADDRESS: 6665 Emmet Terrace, Hollywood, CA 90068

Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature: Landscaping		
Cost \$ 8,500.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2024
Description of work: Replace landscaping with droug	ht resistant material.	
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature: Interior plaster walls.		
Cost \$(round to nearest dollar)	Contract Year of Proposed Work Completion:	2024
Description of work: Repair plaster, sand and repain	interior walls.	
Maintenance  Rehabilitation/Restoration	Completed	Proposed
Building Feature: HVAC		
Cost \$(round to nearest dollar)	Contract Year of Proposed Work Completion:	2025
Description of work: Installation of air-conditioning sy	stem.	
□ Maintenance		Proposed
Building Feature: Hardwood floors		
Cost \$25,000.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2026
Description of work: Replace severely sanded thin ha	ardwood floors in like material.	

### REHABILITATION/RESTORATION/MAINTENANCE PLAN

# PROPERTY ADDRESS: 6665 Emmet Terrace, Hollywood, CA 90068

Building Feature: Plumbing	
Cost \$ (round to nearest dollar) Contract Year of Proposed Work Completion: 202	27
Description of work: Upgrade remaining plumbing to copper pipes.	
□ 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:	an a
Cost \$ (round to nearest dollar) Contract Year of Proposed Work Completion:	n de 1916 - De 1916 - State de la composition de la composition de la composition de la composition de la comp
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 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.

Ехнівіт "В"

### 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

Richard O. Magram

(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

4784 Cromwell Avenue

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

 THIS AGREEMENT is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_ 2016, by and \_\_\_\_\_\_

 (LEAVE DATE BLANK UNTIL RECORDED)

 between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and \_\_\_\_\_\_\_

 Richard O. Magram
 (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 <u>Welfer Residence</u> and located at the street address <u>4784 Cromwell Avenue</u>, Los Angeles, California <u>90027</u>, (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.

- May 25, 2016 : (a) the City Council of the City of Los Angeles (iii) On declared the Property Historic-Cultural Monument No. TBD pursuant to Section 22.171.10 of 16 \_ 0266 the Los Angeles Administrative Code (Council File No. ); or, (b) The Property was determined Contributing Structure the to be а to 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	Richard O. Magram 4784 Cromwell Avenue
	Address	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: VINCENT P. BERTONI, AICP, Director of Plan	nning	Date
Ву	Support Owner Signature*	guam see
	Richard O. Magra	am See Attached Accomputed
	Print Name	Date
Ву		
	Owner Signature*	
	Print Name	Date
Ву		
	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.

HISTORICAL PROPERTY CONTRACT REVISED MARCH 2016

#### **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 <u>LOS</u> Ar	ngeles )
On May 18 201 Date	before me, Edra Jacquelone Os is Whan Praise, Here Insert Name and Title of the Officer
personally appeared _	Richard D. Magram
	Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s/are subscribed to the within instrument and acknowledged to me that (e/she/they executed the same in (is/her/their authorized capacity(ies), and that by (s/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.

EDNA JACQUELYNE OSORIO 高いないシン Commission # 2021658 Notary Public - California Los Angeles County My Comm. Expires May 22, 2017

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.

	onn to an unintended document.
Description of Attached Document         Title or Type of Document:       Hittmal Profesta         Number of Pages:       Signer(s)	1 Contract Document Date: 511816
Capacity(ies) Claimed by Signer(s) Signer's Name:	Signer's Náme: □ Corporate Officer — Title(s):
□ Corporate Officer — Title(s):	□ Corporate Officer – Inte(s):
□ Individual □ Attorney in Fact	$\Box$ Individual $\Box$ Attorney in Fact
□ Trustee □ Suardian or Conservator	□ Trustee □ Guardian or Conservator
□ Other:	□ Other:
Signer Is Representing:	Signer Is Representing:

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# HISTORICAL PROPERTY CONTRACT APPLICATION FORM

	OWNER INFORMATION
	PROPERTY ADDRESS: 4784 Cromwell Avenue, Los Angeles, CA 90027
	OWNER(S) OF PROPERTY: Richard O. Magram
	OWNER(S) MAILING ADDRESS: 4784 Cromwell Avenue, Los Angeles, CA 90027
	HOME TELEPHONE: (310) 850-6875 WORK TELEPHONE: (310) 850-6875
	MOBILE TELEPHONE: (310) 850-6875 ALTERNATE TELEPHONE:
	OWNER(S) EMAIL: richmagram@gmail.com Alternate Email:
	PROPERTY INFORMATION
	Legal Description: Tract: Tract No. 3733 BLOCK: N/A LOT: 28 ARB: N/A
	Assessor Identification Number (AIN): 5588 - 016 - 027 COUNCIL DISTRICT NO.: 4
	PROPERTY PURCHASE DATE: 12/6/2006 MOST RECENT ASSESSED VALUE: ¥1, 400, 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?
	Taxes on all property owned within the City of Los Angeles are PAID to date?
	ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPARTMENT?
	HISTORICAL SIGNIFICANCE
	HISTORIC-CULTURAL MONUMENT (HCM)
	HCM NUMBER: HCM NAME: Welfer Residence
	Contributor to a Historic Preservation Overlay Zone (HPOZ)
	HPOZ NAME: HISTORIC PROPERTY NAME:
	ORIGINAL CONSTRUCTION DATE: 1922 ARCHITECT(S): Adolph F. Leicht
	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.
1	Owner Signature Date Owner Signature Date

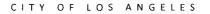
Richard O. Magram

PRINT NAME

PRINT NAME

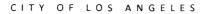
EXHIBIT "A"

**Revised November 2015** 



# PROPERTY ADDRESS: 4784 Cromwell Avenue, Los Angeles, CA 90027

Maintenance   Rehabilitation/Restoration	E Completed	Proposed	
Building Feature: Living room terrace			
Cost \$_1,000.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2014	
Description of work: Re-tile terrace in kind and seal it	to prevent leakage		
Maintenance     Rehabilitation/Restoration	Completed	Proposed	
Building Feature: Plumbing hardware in dow		·	
Cost \$ 472.00 (round to nearest dollar)		2014	
Description of work: Replace corn out plumbing fixtur	es in downstairs bathroom.		
Maintenance Rehabilitation/Restoration	Completed	Proposed	
Building Feature: Dining room windows.			
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:	2015	
Description of work: Replace jalousie windows in dining room with correct single-glaze casement windows per original architectural plans.			
Maintenance     Rehabilitation/Restoration	□ Completed	Proposed	
Building Feature: Living room windows.			
Cost \$(round to nearest dollar)	Contract Year of Proposed Work Completion:	2015	
Description of work: Replace jalousie windows in livir windows per original architectura		ement	



# PROPERTY ADDRESS: 4784 Cromwell Avenue, Los Angeles, CA 90027

Maintenance     Rehabilitation/Restoration	Completed		Proposed
Building Feature: Asphalt flat roof.			
Cost \$20,000.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	20	17
Description of work: Replace asphalt flat roof, which	is over 20 years old and starting to le	ak.	
Maintenance     Rehabilitation/Restoration	Completed		Proposed
Building Feature: French drain system.			
Cost \$ 5,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	20	18
Description of work: Install French drain system in fro foundation.	ont of house to prevent water from en	terin	g
Maintenance     Rehabilitation/Restoration	□ Completed		Proposed
Building Feature: Master bedroom windows.			
Cost \$_3,500.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	20	19
Description of work: Remove aluminum windows and jams. Replace with period correct single-glaze wooden windows following original architectural plans.			
Maintenance     Rehabilitation/Restoration	Completed		Proposed
Building Feature: Master bedroom central window.			
Cost \$_3,000.00 (round to nearest dollar)		20	19
Description of work: Replace large central fixed-pane jamb per original architectural pla	•	winc	low and

# PROPERTY ADDRESS: 4784 Cromwell Avenue, Los Angeles, CA 90027

□ Maintenance	Completed	Proposed
Building Feature: Guest bedroom sliding bal	cony door.	
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:	2020
Description of work: Convert existing sliding aluminu wooden French doors.	m door to a set of period-correct sing	le-glazed
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature: Stucco around replaced be	edroom door.	
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:	2020
Description of work: Repair stucco around newly inst bedroom balcony door to match		juest
Maintenance      Rehabilitation/Restoration	Completed	Proposed
Building Feature: Exterior paint		
Cost \$_20,000.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2021
Description of work: Repaint exterior of house.		
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature: Family room jalousie winde	DWS.	
Cost \$3,500.00 (round to nearest dollar)		2022
Description of work: Replace large pair of first floor fa	amily room jalousie windows with peri per original architectural plans.	od correct

# PROPERTY ADDRESS: 4784 Cromwell Avenue, Los Angeles, CA 90027

Maintenance Rehabilitation/Restoration	Completed	Proposed
Building Feature: First floor bathroom jalousi	e windows.	
Cost \$(round to nearest dollar)		2022
Description of work: Replace first floor bathroom jalo wooden windows per original are		gle-glazed
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature: Upper hallway jalousie win	dows.	
Cost \$ (round to nearest dollar)		2023
Description of work: Replace large hallway jalousie w wooden windows per original arc		zed
Maintenance     Rehabilitation/Restoration	Completed	Proposed
	I	Proposed
□ Maintenance ■ Rehabilitation/Restoration Building Feature: Second floor bathroom jalc Cost \$_1,500.00 (round to nearest dollar)	ousie windows.	•
Building Feature: Second floor bathroom jalo	Contract Year of Proposed Work Completion: alousie windows with period correct	•
Building Feature: Second floor bathroom jalo Cost \$ 1,500.00 (round to nearest dollar) Description of work: Replace second floor bathroom j single-glazed wooden windows p	Contract Year of Proposed Work Completion: alousie windows with period correct per original architectural plans.	•
Building Feature: Second floor bathroom jalo Cost \$ 1,500.00 (round to nearest dollar) Description of work: Replace second floor bathroom j single-glazed wooden windows p	Contract Year of Proposed Work Completion: alousie windows with period correct per original architectural plans.	2023
Building Feature: Second floor bathroom jalo Cost \$1,500.00 (round to nearest dollar) Description of work: Replace second floor bathroom j single-glazed wooden windows p	Contract Year of Proposed Work Completion: alousie windows with period correct per original architectural plans.	2023

### REHABILITATION/RESTORATION/MAINTENANCE PLAN

# PROPERTY ADDRESS: 4784 Cromwell Avenue, Los Angeles, CA 90027

Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature: Magnesite stairs.		
Cost \$5,000.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2025
Description of work: Restore and repair main magnes	site staircase and living room steps.	
	·····	
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature: Plumbing.		
Cost \$ 6,000.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2026
Description of work: Replace existing aging waste pip needed.	es and water pipes throughout hous	e where
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature:		
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:	2027
Description of work: Replace aging heating system an	nd furnace and install air-conditioning	1.
Maintenance Rehabilitation/Restoration	Completed	Proposed
Building Feature: Wrought iron fence across	front.	
Cost \$ 2,500.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2027
Description of work: Repair iron fence where it has ru	sted away.	

### 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.
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Ехнівіт **"В"** 

# 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

Todd Grabarsky

(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

1216 / 1218 S. Crescent Heights Blvd., Los Angeles, CA 90035

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

THIS AGREEMENT is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_ 2016, by and \_\_\_\_\_\_ 2016, by and \_\_\_\_\_\_ between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and \_\_\_\_\_\_ (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 <u>Michel Residence</u> and located at the street address <u>1216 / 1218 S. Crescent Heights Blvd.</u>, Los Angeles, California <u>90035</u> (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 ...: (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. NIA \_-\_*N/A\_\_\_\_*); or, (b) The Property was determined to be а Contributing Structure the to Carthay South 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 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 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	Todd Grabarsky
	Address	1216 S. Crescent Heights Blvd.
		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

By: _		
	CENT P. BERTONI, AICP, Director of Planning	Date
	By: J. MMM	
	Owner Signature*	
	ح Todd Grabarsky	/20/16
	Print Name	Date
	Ву:	
	Owner Signature*	
	Print Name	Date
	Ву:	
	Owner Signature*	
	Print Name	Date
	i finte Name	Date

APPROVED AS TO FORM MICHAEL N. FEUER, City Attorney

By:

Deputy City Attorney, Office of the City Attorney

Date

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
c w a	A notary public or other officer completing this ertificate verifies only the identity of the individual vho signed the document to which this certificate is ttached, and not the truthfulness, accuracy, or alidity of that document.
Sta Coເ	te of California unty ofLos Angeles)
On	MAY 20, 2016 before me, DILIP C. PATEL "NOTARY PUBLIC" (insert name and title of the officer)
who sub his/	sonally appeared <u>TODD</u> <u>GRABARSKY</u> , o proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are periped to the within instrument and acknowledged to me that he/she/they executed the same in ther/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the son(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
	rtify under PENALTY OF PERJURY under the laws of the State of California that the foregoing agraph is true and correct.
	TNESS my hand and official seal.
Siar	nature (Seal)

HISTORICAL PROPERTY CONTRACT APPLICATION FORM	HISTORICAL	PROPERTY	CONTRACT	APPLICATION	FORM
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OWNER INFORMATION						
PROPERTY ADDRESS: <u>1216 S. Crescent Heights</u>	<u>Blvd.; Los</u>	Angeles, CA	<u>\ 90035</u>			
Owner(s) of Property: Todd Grabarsky						
OWNER(S) MAILING ADDRESS: 1216 S. Crescent	Heights B	Blvd.; Los Ar	igeles, CA	90035		
Home Telephone: <u>(310)</u> 779-9729		Work	TELEPHONE	::		
Mobile Telephone: <u>(310)</u> 779-9729		ALTERN	NATE TELEPI	HONE:		
OWNER(S) EMAIL: <a href="mailto:todd.grabarsky@gmail.com">todd.grabarsky@gmail.com</a>		ALTERN	jate Email	•	B. 17 - 18 Martin	
PROPERTY INFORMATION						
Legal Description: TRACT: 7603		ВLOCK: <u>п</u>	one	LOT: 464 + 465	ARB: <u>none</u>	
Assessor Identification Number (AIN): 5087	<u>01</u>	6	026		DISTRICT NO.: 5	
PROPERTY PURCHASE DATE: <u>8/29/2014</u>	Мо	ST RECENT A	ssessed V	alue: <u>\$1,089,500.(</u>	00	
OWNER OCCUPIED: ( YES C NO US	e: CSin	gle-Family I	DWELLING	• Multi-Family/	Commercial/ Ind	JSTRIAL
Addresses for all other property owned wi separate sheet of paper, labeled "Attachmen					← Yes	NA
Taxes on all property owned within the Cit	y of Los A	NGELES ARE	PAID TO D	ATE?	(• YES	C No
ARE THERE ANY OUTSTANDING ORDERS TO COMF BUILDING AND SAFETY OR THE LOS ANGELES HOU			ELES DEPAR	RTMENT OF	C YES	No
HISTORICAL SIGNIFICANCE						
HISTORIC-CULTURAL MONUMENT (HCM)						
HCM NUMBER: HCM NAME:					· · · · · · · · · · · · · · · · · · ·	
Contributor to a Historic Preservatio	N OVERLAY	ZONE (HPC	VZ)			
HPOZ NAME: South Carthay		HISTORIC	PROPERTY I	NAME: The Michel	Residence	
ORIGINAL CONSTRUCTION DATE: 1933		ARCHITECT(	s):		····	·····
ARCHITECTURAL STYLE: Spanish Colonial Reviva	. <u> </u>					
I AM (WE ARE) THE PRESENT OWNER(S) OF THE P PROPERTY CONTRACT.	<b>PROPERTY</b> 2/23/16	DESCRIBED /	ABOVE AND	) HEREBY APPLY FO	r an Historical	
Owner Signature	DATE	OWNER	SIGNATURE	E	DA	TE
Todd Grabarsky						
Print Name		Print	Name			
	EX	HIBIT "A"	]		Revised Nover	nber 2015

# PROPERTY ADDRESS: 1216 / 1218 S. Crescent Heights Blvd., 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, <u>NOT modernization, remodels, or construction of new elements</u>. 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:	Chimneys			
<sub>Cost</sub> <u>\$</u> 16,000		Contract Year of Proposed Work Completion:	20	17
Description of work		s in both units of duplex from 1994 No ireboxes, smoke chambers, fix cracks		
Maintenance	Rehabilitation/Restoration	□ Completed		Proposed
Building Feature:	Chimneys			
2 500	(round to nearest dollar)	Contract Year of Proposed Work Completion:	20	18
Description of work		storic preservation experience to inspe structural integrity and seismic damage		
Maintenance	□ Rehabilitation/Restoration	Completed		Proposed
Building Feature:	oundation			
<sub>Cost</sub> \$_4,000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	20	18
Description of work		reservation experience to inspect and evaluat a safety and preservation schedule for future v	e fou	
□ Maintenance	Rehabilitation/Restoration	Completed		Proposed
Building Feature:	oundation			
<sub>Cost</sub> \$_10,000		Contract Year of Proposed Work Completion:	20	19
Description of work	Bolt foundation according to strue plan	ctural engineer's rehabilitation and p	rese	rvation

HISTORICAL PROPERTY CONTRACT APPLICATION REVISED MARCH 2016

# PROPERTY ADDRESS: 1216 / 1218 S. Crescent Heights Blvd., Los Angeles, CA 90035

Maintenance	Rehabilitation/Restoration	Completed	Proposed
Building Feature:	Roof		
<sub>Cost \$</sub> 6,500	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2020
Description of worl	Redo the current roofing to ensu flashing	re a continuous waterproof layer and	l maintain
Maintenance	Rehabilitation/Restoration	□ Completed	Proposed
Building Feature:	Roof		
<sub>Cost</sub> \$ <u>5,000</u>	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2020
Description of work	Salvage and reuse early terracotta tile existing tile as closely to the original a the street)	e to the greatest extent feasible; where nee is possible (concentrating on original tile at	eded, match area facing
Maintenance	Rehabilitation/Restoration	Completed	Proposed
Building Feature:	andscape / site		
<sub>Cost</sub> \$3,000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2021
Description of work	Retain historic landscape archited proposed plan and changes, and	ct / designer to address existing cond drainage	ditions,
Maintenance	Rehabilitation/Restoration	Completed	Proposed
Building Feature:	andscape / site		
<sub>Cost \$</sub> 12,000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2021
Description of work		ndscape revival plan including: removing/re e vines clinging to buildings; and designing	

# PROPERTY ADDRESS: 1216 / 1218 S. Crescent Heights Blvd., 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, <u>NOT modernization, remodels, or construction</u> 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:	parage		
<sub>Cost</sub> \$ <u>3,000</u>			2022
Cost §	(round to nearest dollar)	Contract Year of Proposed Work Completion:	
Description of work	Engage structural engineer with histor foundation of garage to make recommute future work.	pric preservation experience to inspect ar mendations for a safety and preservation	id evaluate schedule for
□ Maintenance	Rehabilitation/Restoration	Completed	Proposed
Building Feature:	Garage		
<sub>Cost</sub> \$ <u>8,000</u>	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2022
Description of work	Bolt foundation and implement of to structural engineer's rehabilita	ther rehabilitation recommendations tion and preservation plan	according
□ Maintenance	Rehabilitation/Restoration	Completed	Proposed
Building Feature:	Garage		
<sub>Cost</sub> \$5,000			
	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2022
Description of work	· · · · ·	Contract Year of Proposed Work Completion: and stucco exterior according to his	
□ Maintenance	Rehabilitate garage doors facade		
□ Maintenance	Rehabilitate garage doors facade	and stucco exterior according to his	storic nature
□ Maintenance	Rehabilitate garage doors facade Rehabilitation/Restoration ardscape / site	and stucco exterior according to his	Proposed

HISTORICAL PROPERTY CONTRACT APPLICATION REVISED MARCH 2016

# PROPERTY ADDRESS: 1216 S. Crescent Heights Blvd., 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, <u>NOT modernization, remodels, or construction of new elements</u>. 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:	External Staircases		
<sub>Cost</sub> <u>\$</u> 2,500	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2024
Description of work	:: Retain structural engineer with histo external staircases leading to upstai	ric preservation experience to analyze s rs duplex unit, and devise historic prese	structure of
□ Maintenance	Rehabilitation/Restoration	Completed	Proposed
Building Feature:	External Staircases		
<sub>Cost</sub> \$ <u>8,000</u>	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2024
Description of work	Retain and rehabilitate existing c where needed; rehabilitate safety	oncrete on stairs; replace in-kind cor	
□ Maintenance	Rehabilitation/Restoration	Completed	Proposed
		Completed	Proposed
Building Feature:		Completed Contract Year of Proposed Work Completion:	Proposed
Building Feature: [] Cost \$_4,000	rteriors (round to nearest dollar)	Contract Year of Proposed Work Completion: ner to evaluate interior finishes and	2025
Building Feature: 1 Cost \$4,000 Description of work	rteriors (round to nearest dollar) Retain historic preservation designed devise a historic preservation pla Rehabilitation/Restoration	Contract Year of Proposed Work Completion: ner to evaluate interior finishes and	2025
Building Feature: 1 Cost \$4,000 Description of work	rteriors (round to nearest dollar) Retain historic preservation designed devise a historic preservation pla Rehabilitation/Restoration	Contract Year of Proposed Work Completion: ner to evaluate interior finishes and า	2025 flooring to
Building Feature: 1 Cost \$4,000 Description of work Maintenance Building Feature: 1	rteriors (round to nearest dollar) Retain historic preservation designed devise a historic preservation pla Rehabilitation/Restoration	Contract Year of Proposed Work Completion: ner to evaluate interior finishes and า	2025 flooring to

HISTORICAL PROPERTY CONTRACT APPLICATION REVISED MARCH 2016

# PROPERTY ADDRESS: 1216 / 1218 S. Crescent Heights Blvd., 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, remodels, 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.

	Rehabilitation/Restoration	Completed	Proposed
Building Feature: Plumbing Systems			
<sub>Cost</sub> \$_5,000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2026
Description of work: Complete comprehensive inspection of all plumbing systems (in both units) to determine and address water leakage causes and issues			
	Rehabilitation/Restoration	Completed	Proposed
Building Feature: Plumbing and Electrical Systems			
<sub>Cost</sub> \$_18,000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2026
Description of work: Replace / repair plumbing and electrical systems ensuring minimal penetrations into interior walls; match penetration patches seamlessly to adjacent materials			
Maintenance	Rehabilitation/Restoration	Completed	Proposed
Building Feature:			<u></u>
Cost \$	(round to nearest dollar)	Contract Year of Proposed Work Completion:	<u></u>
Description of work:			
Maintenance	Rehabilitation/Restoration	Completed	Proposed
Building Feature:			
Cost \$	(round to nearest dollar)	Contract Year of Proposed Work Completion:	
Description of work:			
····			

HISTORICAL PROPERTY CONTRACT APPLICATION

Ехнівіт "А"

**REVISED MARCH 2016** 

#### 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.

Ехнівіт "В"

# 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

Larry Barker Yust, Trustees of the Yust Family Trust

Clara Allegra Yust, Trustees of the Yust 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

3620-3624 Country Club Drive

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

THIS AGREEMENT is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_ 2016, by and (LEAVE DATE BLANK UNTIL RECORDED) 2016, by and between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and Larry Barker Yust and Clara Allegra Yust, Trustees of the (hereinafter referred to as the "Owner").

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 <u>Contributing Property</u> and located at the street address <u>3620-3624 Country Club Dr</u>, <u>Los Angeles, California</u> <u>90019</u>, (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.

- NA NA (iii) On : (a) the City Council of the City of Los Angeles NA pursuant to Section 22.171.10 of declared the Property Historic-Cultural Monument No. NA NA the Los Angeles Administrative Code (Council File No. or. (b) The Property determined to be а Contributing Structure to the was 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 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	Larry Barker Yust and Clara Allegra Yust, Trustees		
	Address	500 S. Rossmore Ave		
	, (34) (35	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

By:

VINCENT P. BERTONI, AICP, Direc	tor of Plann	hing	Date
	Ву:	ARE BARKER 1957 Owner Signature* Larry Barker Yust, Trustees of th	<u>5/31/16</u> ne Yu <b>st Far</b>
	By:	Print Name <u>All All All All All All All</u> Owner Signature* Clara Allegra Yust, Trustees of t	Date 5-31-16 r
		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

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 ANGERES	}
On <u>MAY 31, 2016</u> before me, <sub>Date</sub>	SHEIBA RAJADAS, a (here insert name and title of the officer)
Notary Public, personally appeared	LARREY BARKER JUST AND
CLAR	A ALLEGRA YUST
who proved to me on the basis of satisfa	actory evidence to be the person(s) whose name(s) is/are

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.	SHEIBA RAJADAS COMM. # 2063892 NOTARY PUBLIC- CALIFORNIA LOS ANGELES COUNTY MY COMM. EXP. MAY. 7, 2018
Signature:(Seal)OPTIONAL	
Description of Attached Document Title or Type of Document: <u>HISTRICAL ROPERTY</u> CONTRACT	Number of Pages:
Document Date: Other:	

## CITY OF LOS ANGELES

## HISTORICAL PROPERTY CONTRACT APPLICATION FORM

## **OWNER INFORMATION**

PROPERTY ADDRESS: <u>3620-3624 Country Club Dr., Los Ange</u>	les, CA 90019
OWNER(S) OF PROPERTY: Yust Family Trust, Clara and Larry	Yust
OWNER(S) MAILING ADDRESS: 500 S. Rossmore Ave., Los Ar	ngeles CA 90020
Home Telephone: <u>(323) 934-4706</u>	Work Telephone: <u>(323) 394-8446</u>
Mobile Telephone:	Alternate Telephone: <u>(323) 936-7044</u>
OWNER(S) EMAIL: <a href="https://www.enablink.net">https://www.enablink.net</a>	ALTERNATE EMAIL: <u>newleafpress@earthlink.net</u>
PROPERTY INFORMATION	
Legal Description: TRACT: 496	BLOCK: <u>75</u> LOT: <u>17</u> ARB:
Assessor Identification Number (AIN): 5081 - 015	- <u>017</u> COUNCIL DISTRICT NO. <u>1</u> 0
PROPERTY PURCHASE DATE: 7/1/2015 MOST	RECENT ASSESSED VALUE: _ \$ 1, 049,000
OWNER OCCUPIED: C YES IN NO USE: C SINGL	e-Family Dwelling 🦷 🍘 Multi-Family/ Commercial/ Industrial
Addresses for all other property owned within the City separate sheet of paper, labeled "Attachment E", and su	(•) YES () NA
Taxes on all property owned within the City of Los Ang	ELES ARE PAID TO DATE?
ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM THE BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPART	C YES 🌘 NO
HISTORICAL SIGNIFICANCE	
HISTORIC-CULTURAL MONUMENT (HCM)	
HCM NUMBER: HCM NAME:	
CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZO	DNE (HPOZ)
HPOZ NAME: Country Club Park	HISTORIC PROPERTY NAME: Lux Apartments
ORIGINAL CONSTRUCTION DATE: 1936 AR	снітест(s): <u>Arthur W. Hawes</u>
ARCHITECTURAL STYLE: French Revival	
I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DEP PROPERTY CONTRACT.	
<u>2/22/16</u>	<u>2/22/16</u>
OWNER SIGNATURE DATE	OWNER SIGNATURE DATE
Clara Yust	Larry Yust
PRINT NAME	PRINT NAME
EXHI	BIT "A" Revised November 2015

## PROPERTY ADDRESS: 3620-3624 Country Club Drive

Maintenance Rehabilitation/Restoration	🖬 Completed 🛛	] Proposed
Building Feature: Roof		
Replaced section of roof that had	Contract Year of Proposed Work Completion: 20 caused severe water damage.	16
Description of work:	Ŭ	
Maintenance     Rehabilitation/Restoration	Completed	] Proposed
Building Feature:		
	Contract Year of Proposed Work Completion: 20	16
Replaced missing sections of wrote Description of work:	ught iron railings at stairways.	
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature: Garage doors		
Cost \$15,000 (round to nearest dollar)	Contract Year of Proposed Work Completion: 20	17
Description of work: Replace two garage doors with ne	w doors designed to match the origina	ls.
Maintenance     Rehabilitation/Restoration	Completed	Proposed
Building Feature: Windows		
Cost \$13,000 (round to nearest dollar)	Contract Year of Proposed Work Completion: 20	18
Description of work: wood windows to match originals.	ate aluminum sliders and jalousie wind	ows with

# PROPERTY ADDRESS: 3620-3624 Country Club Drive

Maintenance     Rehabilitation/Resto	ration   Complet	ed 🖬 Proposed
Building Feature: Paint		
Cost \$25,000 (round to neare Paint entire buildir	est dollar) Contract Year of Proposed Work Completing exterior – stucco walls, doors, windwos and la	
Description of work:	<b>J</b>	
Maintenance     Rehabilitation/Resto	ration 🛛 Complet	ed 🛢 Proposed
Building Feature: Balusters		
Cost \$11,000 (round to neare	est dollar) Contract Year of Proposed Work Completi	on: 2018
New balusters and Description of work: height of 42".	I caps to replace broken balusters and to meet o	ode required
Maintenance     Rehabilitation/Resto	ration 🛛 Complet	ed 🖬 Proposed
Building Feature: Landscaping		
Cost §7,000 (round to neare	st dollar) Contract Year of Proposed Work Completi	<sub>on:</sub> 2017
	new drought-tolerant, terraced Mediterranean la glected and water-intensive plantings.	ndscaping to
Avaintenance Rehabilitation/Resto	ration 🛛 Complete	ed 🖬 Proposed
Building Feature: Irrigation		
Cost \$1,500 (round to neare	st dollar) Contract Year of Proposed Work Completi	<sub>on:</sub> 2017
Install irrigation sys	stem with timers.	

# PROPERTY ADDRESS: 3620-3624 Country Club Drive

Maintenance     Rehabilitation/Restoration	🗆 Completed 🖬 Proposed
Building Feature: Landscape lighting	
Cost \$2,000 (round to nearest dollar) Install LED landscape and extern Description of work: provide additional security for ter	Contract Year of Proposed Work Completion: 2018 for lighting to highlight the architecture and nants.
Anintenance Rehabilitation/Restoration	🖸 Completed 📕 Proposed
Building Feature: Fencing	
Cost \$ <b>8,000</b> (round to nearest dollar)	Contract Year of Proposed Work Completion: 2018
New wrought iron fencing along Description of work: link fence.	south side of property to replace existing chain
Maintenance     Rehabilitation/Restoration	🗋 Completed 🛛 🗮 Proposed
Maintenance Rehabilitation/Restoration  Building Feature: Bathrooms	🗋 Completed 🛛 🗎 Proposed
•	
Building Feature: Bathrooms Cost \$2,000-10,000 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2017 on Ily approriate tile and finishes, (match original
Building Feature: Bathrooms Cost \$2,000-10,000 (round to nearest dollar) Restore bathrooms with historica	Contract Year of Proposed Work Completion: 2017 on Ily approriate tile and finishes, (match original
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Building Feature: Bathrooms Cost \$2,000-10,000 (round to nearest dollar) Description of work: Restore bathrooms with historica existing whenever possible), as u Maintenance Rehabilitation/Restoration	Contract Year of Proposed Work Completion: 2017 on Ily approriate tile and finishes, (match original inits become available.

#### 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.

Ехнівіт "В"

#### 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

Larry Barker Yust, Trustees of the Yust Family Trust

Clara Allegra Yust, Trustees of the Yust 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

3612-3616 Country Club Drive

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

THIS AGREEMENT is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_ 2016, by and (LEAVE DATE BLANK UNTIL RECORDED) 2016, by and between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and Larry Barker Yust and Clara Allegra Yust, Trustees of the (hereinafter referred to as the "Owner").

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 <u>Contributing Property</u> and located at the street address <u>3612-3616</u>, Los Angeles, California <u>90019</u>, (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.

- NA NA : (a) the City Council of the City of Los Angeles (iii) On NA declared the Property Historic-Cultural Monument No. pursuant to Section 22.171.10 of NA NA the Los Angeles Administrative Code (Council File No. ): or. (b) The Property determined to the to be а Contributing Structure was 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 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.
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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 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	Larry Barker Yust and Clara Allegra Yust, Trustees
	Address	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

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:

By:

Deputy

VINCENT P. BERTONI, AICP, Director of Planning Date By: Owner Signature Larry Barker Yust, Trustee of the Yust Family Trust Print Name Date 5=31-16 By: Owner Signature\* Clara Allegra Yust, Trustee of the Yust Family Trust **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

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 <u>MAY 31, 2016</u> before me, <sub>Date</sub>	SHEIBA RAJADAS, a
· · · · · · · · · · · · · · · · · · ·	
Notary Public, personally appeared	LARRY BARKER YUST AND
	ALLEGRA YUST
	$\mathcal{J}$
L	tory evidence to be the person(s) whose name(s) is/are
	cknowledged to me that he/she/they executed the same nd that by his/her/their signature(s) on the instrument
1	which the person(s) acted, executed the instrument.
foregoing paragraph is true and correct.	nder the laws of the State of California that the
foregoing paragraph is the and correct.	
WITNESS my hand and official seal.	
	SHEIBA RAJADAS COMM. # 2063892
	Los Angeles County My Comm. Exp. May. 7, 2018

Signature:(Seal)
OPTIONAL
Description of Attached Document Title or Type of Document: <u>H1S TORICAR. JRAPATY Const</u> ART Number of Pages: <u>6</u>
Document Date: Other:

## CITY OF LOS ANGELES

## HISTORICAL PROPERTY CONTRACT APPLICATION FORM

## OWNER INFORMATION

PROPERTY ADDRESS: <u>3612-3616 Country Club Dr. I</u>	<u>os Angel</u>	es, CA 90019				
OWNER(S) OF PROPERTY: <u>Yust Family Trust, Clara a</u>	and Larry	Yust				
OWNER(S) MAILING ADDRESS: 500 S. Rossmore Ave	e., Los An	geles CA 90020				
Home Telephone: <u>(323) 934-4706</u>		WORK TELEPHON	e: <u>(323) 394-84</u>	446		
Mobile Telephone:		ALTERNATE TELEP	HONE: <u>(323) 9</u>	36-7044		
OWNER(S) EMAIL: larryyust@earthlink.net		Alternate Email	: <u>newleafpres</u>	s@earthlinl	.net	
PROPERTY INFORMATION						
Legal Description: TRACT: 496		ВLOCK: <u>75</u>	LOT: <u>18</u>	ARB:		*** <b>3</b> .8******
Assessor Identification Number (AIN): 5081	<u>015</u> _	- <u>018</u>	Coun	CIL DISTRICT	NO.:1 <u>0</u>	
PROPERTY PURCHASE DATE: 7/1/2015						
OWNER OCCUPIED: C YES 🔅 NO USE:		-FAMILY DWELLING	Multi-Fam	ily/ Commer	cial/ Indi	USTRIAL
ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E					YES	🗘 NA
TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF	· LOS ANG	eles are PAID to d	ATE?		( YES	C No
ARE THERE ANY OUTSTANDING ORDERS TO COMPLY F BUILDING AND SAFETY OR THE LOS ANGELES HOUSING			RTMENT OF		C YES	No
HISTORICAL SIGNIFICANCE						
HISTORIC-CULTURAL MONUMENT (HCM)						
HCM NUMBER: HCM NAME:	<u></u>					
Contributor to a Historic Preservation Ov	verlay Zc	DNE (HPOZ)				
HPOZ NAME: Country Club Park	+	IISTORIC PROPERTY	NAME: <u>Lux Apa</u>	rtments		
ORIGINAL CONSTRUCTION DATE: 1936	Ar	снітест(s): <u>Arthur</u>	W. Hawes			
ARCHITECTURAL STYLE: French Revival						
I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROP PROPERTY CONTRACT.			MEREBY APPLY	y for an His		
	22/16	(A12R-/	7071		2/2	2/16
OWN <del>ER SIG</del> NATURE DA	TE	OWNERSIGNATURE			DAT	ΓE
Clara Yust		Larry Yust				
Print Name		Print Name				
	EXHIE	BIT "A"		Revis	sed Noven	nber 2015

## PROPERTY ADDRESS: 3612-3616 Country Club Drive

Maintenance     Rehabilitation/Restoration	🛛 Completed 🛛 🖬 Proposed		
Building Feature: Balusters			
Cost §10,000 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2018 e broken balusters and to meet code required		
Maintenance     Rehabilitation/Restoration	🛛 Completed 📓 Proposed		
Building Feature: Ironwork			
	Contract Year of Proposed Work Completion: 2017 rails where needed.		
Maintenance     Rehabilitation/Restoration	🛛 Completed 🛛 🖬 Proposed		
Building Feature: Landscaping			
Cost \$7,000 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2017		
Design and install new drought-tolerant, terraced Mediterranean landscaping to replace existing neglected and water-intensive plantings.			
Maintenance     Rehabilitation/Restoration	🗆 Completed 🖬 Proposed		
Building Feature: Irrigation			
Cost \$1,500 (round to nearest dollar) Install irrigation system with timers	Contract Year of Proposed Work Completion: 2017		

## PROPERTY ADDRESS: 3612-3616 Country Club Drive

Maintenance	Rehabilitation/Restoration	Completed	Proposed
Building Feature:	Garage Doors		
Cost \$20,000 Description of wor	(round to nearest dollar) Replace dilapidated original dool <sup>k:</sup> originals.	Contract Year of Proposed Work Completion: s with new wood doors designed to	
□ Maintenance	Rehabilitation/Restoration	Completed	Proposed
Building Feature:	Vindows		······································
<sub>Cost</sub> <u>\$</u> 12,000	(round to nearest dollar)	Contract Year of Proposed Work Completion: ate aluminum sliders and jalousie w	
Maintenance	Rehabilitation/Restoration	Completed	Proposed
□ Maintenance Building Feature:	·	Completed	Proposed
	(round to nearest dollar)	Contract Year of Proposed Work Completion:	
Building Feature: Cost \$20,000 Description of wor	(round to nearest dollar) Restucco entire building and land Rehabilitation/Restoration	Contract Year of Proposed Work Completion:	
Building Feature: Cost \$20,000 Description of wor	(round to nearest dollar) Restucco entire building and land Rehabilitation/Restoration	Contract Year of Proposed Work Completion: SCape walls.	2018 Proposed

## PROPERTY ADDRESS: 3612-3616 Country Club Drive

Maintenance     Rehabilitation/Restoration	🗆 Completed 🗎 Proposed
Building Feature: Landscape Lighting	
Cost \$2,000 (round to nearest dollar) Install LED landscape and exterior Description of work: provide additional security for ter	or lighting to highlight the architecture and
Maintenance     Rehabilitation/Restoration	🛛 Completed 🗧 Proposed
Building Feature: Bathrooms	
Cost \$2,000-10,000 (round to nearest dollar) Restore bathrooms with historica Description of work: existing whenever possible), as u	Ilv appropriate tile and finishes (match original
Maintenance     Rehabilitation/Restoration	🗖 Completed 📕 Proposed
Building Feature: Kitchens	
Cost \$5,000-15,000 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2017 on
Restore kitchens with historically Description of work: existing whenever possible), as u	appropriate tile and finishes, (match original nits become available.
Maintenance     Rehabilitation/Restoration	Completed Proposed
Building Feature:	
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:
Description of work:	

#### 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.

Ехнівіт "В"

#### 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

Larry Barker Yust, Trustees of the Yust Family Trust

Clara Allegra Yust, Trustees of the Yust 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

3600-3610 Country Club Drive

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

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016, by and (LEAVE DATE BLANK UNTIL RECORDED) 2016, by and between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and Larry Barker Yust and Clara Allegra Yust, Trustees of the (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 <u>Contributing Property</u> and located at the street address <u>3600-3610 Country Club Dr</u>, <u>Los Angeles, California</u> <u>90019</u>, (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.

- NA NA (iii) On (a) the City Council of the City of Los Angeles NA pursuant to Section 22.171.10 of declared the Property Historic-Cultural Monument No. NA NA the Los Angeles Administrative Code (Council File No. or, (b) The determined Contributing to the Property to be а Structure was 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 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 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	Larry Barker Yust and Clara Allegra Yust, Trustees
	Address	500 S. Rossmore Ave.
		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

By:

VINCENT P. BERTONI, AICP, Director of Plann	ing /	Date
Ву:	Owner Signature* Larry Barker Yust, Trus	157 5/21/16 Stee of the Yust Family Trust
Ву:	Print Name <i>PHAGG</i> Owner Signature* Clara Allegra Yust, Trus	Date 5-31-12 stee of the Yust Family Tryst
	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

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 ANGELA	
On <u>MAY 31, 2016</u> before me, <u>SHEIBA</u> RAJADAS Date (here insert name and title of the officer)	, a
Notary Public, personally appeared <u>LARRY BARKER JUST AND</u>	<u>, , , , , , , , , , , , , , , , , , , </u>
CLARA ALLEGRA YUST	
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)	

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. SHEIBA RAJADAS COMM. # 2063892 NOTARY PUBLIC-CALIFORNIA LOS ANGELES COUNTY MY COMM. EXP. MAY. 7, 2018
Signature:	OPTIONAL
Description of Attached Document Title or Type of Document: <u>HIS 7DR4</u>	CAL PROPERTY CONTRACT Number of Pages:
Document Date:	_ Other:

## CITY OF LOS ANGELES

## HISTORICAL PROPERTY CONTRACT APPLICATION FORM

#### **OWNER INFORMATION**

PROPERTY ADDRESS: <u>3600-3610 Country Club</u>	Dr. Los Ange	les, CA 90019	**************************************
Owner(s) of Property: <u>Yust Family Trust, Cl</u>	ara and Larry	Yust	
Owner(s) Mailing Address: 500 S. Rossmore	e Ave., Los A	ngeles CA 90020	
Home Telephone: <u>(323)</u> 934-4706		WORK TELEPHONE: <u>(323) 394</u> -	8446
Mobile Telephone:		ALTERNATE TELEPHONE: (323)	936-7044
Owner(s) Email: <a href="mailto:larryyust@earthlink.net">larryyust@earthlink.net</a>		ALTERNATE EMAIL: <u>newleafpr</u>	ess@earthlink.net
PROPERTY INFORMATION			
Legal Description: TRACT: 496		Вьоск: 75 ьот: 19	ARB:
Assessor Identification Number (AIN): 5081	- <u>015</u>	- <u>019</u> Cou	INCIL DISTRICT NO.: <u> 0</u>
PROPERTY PURCHASE DATE: 7/1/2015	Most	RECENT ASSESSED VALUE:	399,000
OWNER OCCUPIED: C. YES @ NO U	SE: C SINGL	e-Family Dwelling 🖉 Multi-Fa	mily/ Commercial/ Industrial
Addresses for all other property owned w separate sheet of paper, labeled "Attachme			💽 YES 🔅 NA
Taxes on all property owned within the Ci	Y OF LOS ANG	GELES ARE PAID TO DATE?	YES C NO
ARE THERE ANY OUTSTANDING ORDERS TO COM BUILDING AND SAFETY OR THE LOS ANGELES HOU			C Yes 🧔 No
HISTORICAL SIGNIFICANCE			
HISTORIC-CULTURAL MONUMENT (HCM)			
HCM NUMBER: HCM NAME:			
Contributor to a Historic Preservatio	N OVERLAY Z	one (HPOZ)	
HPOZ NAME: Country Club Park		HISTORIC PROPERTY NAME: LUX A	partments
ORIGINAL CONSTRUCTION DATE: 1923	Ai	RCHITECT(S): Ray Alderson	
ARCHITECTURAL STYLE: Mediterranean Revival			
I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY CONTRACT.	PROPERTY DE 2/22/16	SCRIBED ABOVE AND HEREBY APP	ly for an Historical , 2/22/16
Owner Signature	<u></u> Date	Owner Signature	<u></u> Date
Clara Yust	DAIL	Larry Yust	
PRINT NAME		PRINT NAME	
	EXHI	BIT "A"	Revised November 2015

## PROPERTY ADDRESS: 3600-3610 Country Club Drive

□ Maintenance	Rehabilitation/Restoration	Completed		Proposed
Building Feature:	arage doors			
Cost \$25,000 Description of wor	(round to nearest dollar) Replace 5 dilapidated garage do <sup>k:</sup> hardware, possibly to match or c building (3612-3616 Country Clu	Contract Year of Proposed Work Completion: ors with historically appropriate door omplement the three originals on the b Drive).	's an	d
Maintenance	Rehabilitation/Restoration	Completed		Proposed
Building Feature:	vindows			19. <u>7. 1</u> . 2. 41 - 10. 10. 10. 10. 10. 10. 10. 10. 10. 10.
<sub>Cost \$</sub> 5,000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	201	7
Replace 6 historically inappropriate fixed / jalousie windows visible from the street <sup>Description of work:</sup> with wood windows to match existing original windows. Others on the rear (sout) façade will be considreed as well.				
Maintenance	Rehabilitation/Restoration			Proposed
Building Feature:	xterior stucco			
<sub>Cost</sub> \$20,000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	201	8
Restucco entire building and landscape walls.				
Maintenance	Rehabilitation/Restoration	Completed		Proposed
Building Feature:	xterior paint			
<sub>Cost</sub> \$20,000	(round to nearest dollar) Paint entire building exterior – st	Contract Year of Proposed Work Completion: ICCO walls, doors, windows and land		
Description of wor	k:	acco wails, ucors, white ws and land	scap	e wais.

# PROPERTY ADDRESS: 3600-3610 Country Club Drive

Maintenance	Rehabilitation/Restoration		Completed	8	Proposed
Building Feature: Ba	lusters				1904, 12 d. S
<sub>Cost</sub> \$ <u>5,000</u>	(round to nearest dollar) New balusters and caps to replace	Contract Year of Proposed Work Ce broken balusters and to			
Maintenance	Rehabilitation/Restoration		Completed		Proposed
Building Feature:	inopies		,		
Cost \$4,000	(round to nearest dollar) Remove four fiberglass canopies	Contract Year of Proposed Work on south elevation, and re			
	damage at each.				
Maintenance	Rehabilitation/Restoration		Completed		Proposed
Building Feature:	ndscaping	2			
<sub>Cost</sub> \$ <u>7,000</u>	(round to nearest dollar)	Contract Year of Proposed Work	Completion:	2017	7
Design and install new drought-tolerant Mediterranean landscaping to replace existing neglected and water-intensive plantings.					
Maintenance	Rehabilitation/Restoration		Completed		Proposed
Building Feature: CO	ncrete Path				
Cost \$ <mark>6,000</mark>	(round to nearest dollar)	Contract Year of Proposed Work	Completion:	2018	3
Description of work:	Level paths and steps between b	uildings.			

## PROPERTY ADDRESS: 3600-3610 Country Club Drive

Maintenance Rehabilitation/Restoration	🗆 Completed 🔋 Proposed
Building Feature: Irrigation	
Cost \$ <u>1,500</u> (round to nearest dollar) Install irrigation system with time Description of work:	Contract Year of Proposed Work Completion: 2017 rS.
Maintenance     Rehabilitation/Restoration	Completed Proposed
Building Feature: Landscape Lighting	
Cost \$2,000 (round to nearest dollar) Install LED landscape and exterior Description of work: provide additional security for ter	Contract Year of Proposed Work Completion: 2018 Or lighting to highlight the architecture and nants.
Maintenance     Rehabilitation/Restoration	🗆 Completed 🗧 Proposed
Building Feature: Bathrooms	
Cost \$2,000-10,000 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2017 on
Restore bathrooms with historical Description of work: whenever possible), as units beco	ly appropriate tile and finishes (to match original
Maintenance     Rehabilitation/Restoration	🗆 Completed 🖬 Proposed
Building Feature: Kitchens	۵۵۶۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰
Cost \$5,000-15,000 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2017 on
	contract real of Proposed work completion.

#### 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.

Ехнівіт "В"