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

	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 A	GREEMENT is made and entered into this day of	2016, by and
	en the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred t	
	Karen Swerdlow (hereinafter referred to a	
(PRINT	NAME OF EACH OWNER AS LISTED ON TITLE)	,, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	WITNESSETH:	
(i)	California Government Code Sections 50280, et seq. authorize cities to ente	er into contracts with
(1)	the owners of qualified historical properties to provide for the use, mainten	
	of such historical properties so as to retain their characteristics as pro- significance.	perties of historical
(ii)	Owner possesses fee title in and to that certain real property, together with a	
	and improvements thereon, commonly known as the Lillian N. Gibbs Re at the street address, Los Angeles, California	
	(hereinafter such property shall be referred to as the "Property"). A legal	
	Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter refer	•
	for the Property is attached hereto, marked as Exhibit "A", and is incorpo	•
	reference.	·

(iii)	On	NA		_, _N	<u> A</u> : (	a) the	City	Council	of tl	he City o	f Los	Ang	eles
	declared tl	he Proper	ty Historic-Cultu	ıral Me	onume	nt No.	NA	purs	uant	to Sectio	n 22.:	171.1	.0 of
	the Los A	ngeles A	dministrative Co	de (	Council	File	No	NA	-	NA	); or,	, (b)	The
	Property	was	determined	to	be	а	Cor	ntributing		Structure	t	0	the
		Country Clu	b Park	_ Hist	oric P	reserv	ation	Overlay	Zon	e pursua	nt to	Sec	tion
	12.20.3 of	the Los A	ngeles Municipa	l Code	2.								

(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 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.

Donuty			Date
Deputy			Date
VINCENT P. BERTONI, AICP, Dire	ector of Plann	ning	Date
	Ву:	1000	
		Owner Signature*	a
		Karin Swedlow	9 Mis
		Print Name	Date
	By:		
	-7.	Owner Signature*	
		Print Name	Date
	By:		
	٠,,	Owner Signature*	
		Print Name	Date
PROVED AS TO FORM			
HAEL N. FEUER, City Attorney			

the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

# **CALIFORNIA ALL- PURPOSE** CERTIFICATE OF ACKNOWLEDGMENT

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 05/09/2016 before me,	Jason Jun Lee, Notam Public
	Swerd. low
who proved to me on the basis of satisf name(s) is/are subscribed to the within he/she/they executed the same in his/h	actory evidence to be the person(s) whose instrument and acknowledged to me that entheir authorized capacity(ies), and that by ent the person(s), or the entity upon behalf of
,, ,, ,, ,, ,, ,, ,, ,, ,	
•	under the laws of the State of California that
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
Notary Public Signature (No	otary Public Seal)
	INSTRUCTIONS FOR COMPLETING THIS FO
ADDITIONAL OPTIONAL INFORMATI	ON This form complies with current California statutes regarding notary w
DESCRIPTION OF THE ATTACHED DOCUMENT	if needed, should be completed and attached to the document. Acknowl from other states may be completed for documents being sent to that st
Historical Property-Contract	as the wording does not require the California notary to violate California.
(Title or description of attached document)	<ul> <li>State and County information must be the State and County where t signer(s) personally appeared before the notary public for acknowledge</li> </ul>
(Title or description of attached document continued)	<ul> <li>Date of notarization must be the date that the signer(s) personally ap</li> </ul>
Number of Pages 6 Document Date 5 9 16	<ul> <li>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 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</li> </ul>
CAPACITY CLAIMED BY THE SIGNER	notarization.  Indicate the correct singular or plural forms by crossing off incorrect by the correct forms. Failure to correct forms.
Individual (s)	he/she/they, is /are ) or circling the correct forms. Failure to correctly information may lead to rejection of document recording.
☐ Corporate Officer	<ul> <li>The notary seal impression must be clear and photographically impression must not cover text or lines. If seal impression smudges</li> </ul>
(Title)	sufficient area permits, otherwise complete a different acknowledgme • Signature of the notary public must match the signature on file with
☐ Partner(s) ☐ Attorney-in-Fact	the county clerk.  Additional information is not required but could help to

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

Trustee(s)

Other\_

#### THIS FORM

ding notary wording and, ent. Acknowledgments ent to that state so long iolate California notary

- unty where the document r acknowledgment.
- ersonally appeared which leted.
- ppears within his or her otary public).
- lly appear at the time of
- g off incorrect forms (i.e. e to correctly indicate this
- graphically reproducible. ion smudges, re-seat if a knowledgment form.
- on file with the office of
  - ould 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 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.

# HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION		
PROPERTY ADDRESS:		
Owner(s) of Property:	Karen Swerdlow	
Owner(s) Mailing Address:		
HOME TELEPHONE:	WORK TELEPHONE:	
MOBILE TELEPHONE: (213) 550-6160	ALTERNATE TELEPHONE:	
OWNER(S) EMAIL: kswerdlow@me.com	ALTERNATE EMAIL:	
PROPERTY INFORMATION		
Legal Description: TRACT: Robt Marsh & Co County	y Club Tr BLOCK: None LOT: 101 AF	RB: None
Assessor Identification Number (AIN): 5081	- <u>012</u> - <u>016</u> COUNCIL DIST	RICT NO.: 10
PROPERTY PURCHASE DATE: 5/2/2006	MOST RECENT ASSESSED VALUE: \$584,026.00	
OWNER OCCUPIED: © YES © NO USE:	SINGLE-FAMILY DWELLING C MULTI-FAMILY/ COM	MERCIAL/ INDUSTRIAL
ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E	이 그리고 이렇게 그리 하루에게 사용을 들었다면 어린이를 다 한 어린이 모으면 다 없다.	C 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		C YES 6 NO
HISTORICAL SIGNIFICANCE	er jampene samentinongan samentinos ere este este este este este este este	er i karani da gari dama kiringari ki Lafa i ki Laja daganika kapani damar Lafa k
☐ HISTORIC-CULTURAL MONUMENT (HCM)		
HCM NUMBER: HCM NAME:		
CONTRIBUTOR TO A HISTORIC PRESERVATION ON	VERLAY ZONE (HPOZ)	
HPOZ NAME: Country Club Park	HISTORIC PROPERTY NAME:	
Original Construction Date: 1911	ARCHITECT(s): No original permit nor print	coverage.
Architectural Style:	Craftsman	-
I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROP PROPERTY CONTRACT.	PERTY DESCRIBED ABOVE AND HEREBY APPLY FOR A	N HISTORICAL  24EEB
OWNER SIGNATURE 'DA'	TE OWNER SIGNATURE	DATE
Karen Swerdlow	Faren ( WE)	adlow
PRINT NAME	PRINT NAME	
	EXHIBIT "A"	Revised November 2015

PROPERTY ADDRE	ss: 1132 5th Avenue		
maintenance, restor of new elements. A specifically capture apply to your prope	opose all preservation work necessary to rehabilitate the property. In this plan, include all ration and replacement of historic features on the property, <u>NOT modernization</u> , remodels, Although modernization may be an important part of your rehabilitation project, this for the preservation work involved and not anything else. Copy this page as necessary to includenty. Begin by listing recently completed preservation work (if applicable) and continue with the next ten years arranging in order of priority.	or co rm is de all	nstruction meant to items that
■ Maintenance	☐ Rehabilitation/Restoration ☐ Completed		Proposed
Building Feature:	Water heater		
Cost \$ 1,500	(round to nearest dollar) Contract Year of Proposed Work Completion:	20	15
Description of worl	k: Install tankless water heater.		
☐ Maintenance	■ Rehabilitation/Restoration ■ Completed		Proposed
Building Feature:	Interior and exterior	,	
Cost \$ 10,500	(round to nearest dollar) Contract Year of Proposed Work Completion:	201	15
Description of worl	k: Prep and paint interior and exterior of residence.		
☐ Maintenance	■ Rehabilitation/Restoration ■ Completed		Proposed
Building Feature:	Termite remediation		
Cost \$ 2,500	(round to nearest dollar) Contract Year of Proposed Work Completion:	201	15
Description of work	k:Remediate termites in residence, historic mini-home (1911) and garaç	je.	
☐ Maintenance	Rehabilitation/Restoration		Proposed
Building Feature:	Plumbing		
Cost \$ 5,000	(round to nearest dollar) Contract Year of Proposed Work Completion:	210	)6
Description of work	k: Re-plumb parts of residence and install sump pump in basement.		

PROPERTY ADDRE	ss:1132 5t	h Avenue	
maintenance, restorder of new elements. A specifically capture tapply to your proper	pose all preservation work necessary to rehabilitation and replacement of historic features on the lithough modernization may be an important phe preservation work involved and not anything ty. Begin by listing recently completed preservation enext ten years arranging in order of priority.	property, <u>NOT modernization, remodels,</u> art of your rehabilitation project, this foelse. Copy this page as necessary to include	or construction rm is meant to de all items that
☐ Maintenance	Rehabilitation/Restoration	■ Completed	☐ Proposed
Building Feature:	Dr	iveway	
Cost \$ 1,500	(round to nearest dollar) Con	tract Year of Proposed Work Completion:	2016
Description of work	Rehabilitate worst of driveway dama	ge.	
☐ Maintenance	Rehabilitation/Restoration	☐ Completed	Proposed
Building Feature:		11003	
Cost \$ 12,000	(round to nearest dollar) Con	tract Year of Proposed Work Completion:	2017
Description of work	: Trim all trees on property to keep bra gutters.	nches off roof and leaf build-up	from
☐ Maintenance	■ Rehabilitation/Restoration	☐ Completed	■ Proposed
Building Feature:	Driveway, side	walk & hardscape	
Cost \$ 16,500	(round to nearest dollar) Con	tract Year of Proposed Work Completion:	2018
Description of work	Rehabilitate/replace cement driveway pathways at rear of home.	and sidewalk in kind. Rehabilita	ite brick
☐ Maintenance	■ Rehabilitation/Restoration	☐ Completed	■ Proposed
Building Feature:	Windows, ea	ves & beam ends	
Cost \$22,700	(round to nearest dollar) Con	tract Year of Proposed Work Completion:	2019
Description of work	Rehabilitate dry rot and termite dama ends. Paint all rehabilitated surfaces.	ge in window frames, eaves and	l beam

PROPERTY ADDRE	ss:113	2 5th Avenue	
maintenance, restor of new elements. A specifically capture t apply to your proper	ation and replacement of historic features of Although modernization may be an importa The preservation work involved and not any	nabilitate the property. In this plan, include all on the property, NOT modernization, remodels ant part of your rehabilitation project, this for thing else. Copy this page as necessary to incluervation work (if applicable) and continue with ty.	, or construction orm is meant to de all items that
☐ 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	
6 500	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2021
Description of work	:: Pour new concrete pad; re-roof;	rehabilitate clapboards, prep and pa	int.
☐ 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		e-roof; rehabilitate clapboards; clean ; re-putty window; prep & paint interio	
■ Maintenance	■ 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.	

PROPERTY ADDRESS:	132 5th Avenue	prince considerate de la literate d
Use this form to propose all preservation work necessary to maintenance, restoration and replacement of historic feature of new elements. Although modernization may be an impecifically capture the preservation work involved and not apply to your property. Begin by listing recently completed to complete within the next ten years arranging in order of property.	portant part of your rehabilitation project, this fo anything else. Copy this page as necessary to include preservation work (if applicable) and continue with	or construction rm is meant to de all items that
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed	■ Proposed
Building Feature:	Interior surfaces	
Cost \$ 10,000 (round to nearest dollar)  Description of work: Paint all interior surfaces.	Contract Year of Proposed Work Completion:	2024
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed	■ Proposed
building reature:	interior woodwork	***************************************
Cost \$ 12,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2025
Description of work: There is much interior woodv refinished.	vork which must be routinely oiled and fir	nally
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed	■ Proposed
Building Feature:	Roof	
Cost \$ 12,500 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2026
Description of work: Roof will be at end of life and	will need replacement.	
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed	☐ Proposed
Building Feature:		abdused AAA BAAA AAA BABA aa Haada dhaadhaan filar saabaa aa a
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

	LHREV One Bunker Hill, L.P.
	LITTLY ONE BUING! FIIII, L.I .
	(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 A	GREEMENT is made and entered into this day of 2016, by and
betwee	n the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and ne Bunker Hill, L.P. (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 One Bunker Hill and located at the street address 601 West Fifth Street , Los Angeles, California 90071 , (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 <b>Exhibit "A"</b> , and is incorporated herein by this reference.

(iii)	On	March 25	5			<u>8: (</u>	a) the	<b>City</b>	Council	of the	City o	of Los	Ang	geles
	dec	ared th	e Proper	ty Historic-Cultu	ral Mo	numei	nt No.	347	purs	uant t	o Sectio	on 22.:	171.1	LO 01
	the	Los An	igeles Ad	dministrative Co	de (0	Council	File	No				); or,	, (b)	The
	Proj	perty	was	determined	to	be	а	Cor	ntributing	St	ructure	e t	0	the
					Hist	oric Pi	eserv	ation	Overlay	Zone	pursua	int to	Sec	tion
	12.2	0.3 of t	he Los A	ngeles Municipa	l 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 Attn: Christopher C. Rising

Address 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.

Da.,			
By: Deputy			Date
Ву:			······································
VINCENT P. BERTONI, AICP, Direc	tor of Plann	ing	Date
	Ву:	Owner Signature*	
	Ву:	Bryang. Sanche Z Print Name Manager, LHREV One Bunker Hil its gene ral partner Owner Signature*	I GP, UC,
		Print Name	Date
	Ву:	Owner Signature*	
		Print Name	Date
<b>APPROVED AS TO FORM</b> MICHAEL N. FEUER, City Attorney			
Ву:			

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.

Rachel Perez, Notary Public for the State of Texas

(Sea My Notary ID # 125807135 Expires August 18, 2018

### HISTORICAL PROPERTY CONTRACT APPLICATION FORM

# **OWNER INFORMATION** PROPERTY ADDRESS: 601 W. 5th Street, Los Angeles, CA 90071 OWNER(S) OF PROPERTY: LHREV One Bunker Hill, LP OWNER(s) MAILING ADDRESS: 523 W. 6th Street, Suite 600, Los Angeles, CA 90014 HOME TELEPHONE: \_\_\_\_\_\_ WORK TELEPHONE: (323) 550-4850 ALTERNATE TELEPHONE: MOBILE TELEPHONE: OWNER(S) EMAIL: jeff.herrera@risingrp.com ALTERNATE EMAIL: n/a PROPERTY INFORMATION Legal Description: TRACT: SEE CONTINUATION SHEET BLOCK: LOT: ARB: \_\_\_\_\_\_ Assessor Identification Number (AIN): 5151 - 017 - 030 COUNCIL DISTRICT NO.: 14 PROPERTY PURCHASE DATE: 10/6/2015 Most Recent Assessed Value: \$92,000,000.00 OWNER OCCUPIED: O YES O 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? 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 FROM THE LOS ANGELES DEPARTMENT OF YES BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPARTMENT? HISTORICAL SIGNIFICANCE ● HISTORIC-CULTURAL MONUMENT (HCM) HCM NUMBER: 347 HCM NAME: One Bunker Hill Building CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ) HISTORIC PROPERTY NAME: HPOZ NAME: \_\_\_\_\_ ORIGINAL CONSTRUCTION DATE: 1931 ARCHITECT(s): Allison & Allison ARCHITECTURAL STYLE: Art Deco I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT. 2/25/16 **OWNER SIGNATURE** DATE OWNER SIGNATURE DATE Tyson Strutzenberg **PRINT NAME** PRINT NAME

EXHIBIT "A"

**Revised November 2015** 

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 \$ 35,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016
Description of work: Remove non-historic security station in concourse area of lobby and patch and clean floor as needed.
■ Maintenance □ Rehabilitation/Restoration □ Completed ■ Proposed
Building Feature: Passenger elevators: Mechanical
Cost \$
Description of work: Replace passenger elevator mechanisms with an upgraded system, maintaining historic cabs.
☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed
Building Feature: Elevator lobbies on six floors
Cost \$ 300,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016 - 2020
Description of work: Remove soffits to restore original volume and finishes of elevator lobbies. Repair or recreate hard lid ceiling and surrounding molding. Clean and repair marble. Install compatible lighting.
☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed
Building Feature: Elevator cabs: Historic interiors
Cost \$ 30,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017
Description of work: Clean and repair as needed the historic interiors of the six passenger elevator cabs.

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, 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.
☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed
Building Feature: Exterior: Architectural lighting
Cost \$ 450,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017
Description of work: Create an LED exterior lighting scheme based on historic photos of the early exterior lighting of the building.
■ Maintenance □ Rehabilitation/Restoration □ Completed ■ Proposed
Building Feature: Exterior walls: Mortar joints
Cost \$ 19,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017
Description of work: Repoint deteriorated mortar joints in glazed terra cotta exterior walls.
■ Maintenance  □ Rehabilitation/Restoration  □ Completed ■ Proposed
Building Feature: Exterior walls: Sealant joints
Cost \$ 60,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017
Description of work: Remove and replace deteriorated sealant at joints.
☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed ■ Proposed
Building Feature: Main lobby historical pendant lighting and lighting upgrades
Cost \$ 175,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017 - 2018
Description of work: Replicate lost historic pendant light fixtures according to design in period photographs for main floor lobby. Install replica fixtures and remove non-original fixtures.

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 maintenance, restoration and replacement of historic features on the property construction of new elements. Although modernization may be an important part of y meant to specifically capture the preservation work involved and not anything else. Co items that apply to your property. Begin by listing recently completed preservation work proposed to complete within the next ten years arranging in order of priority.	, <u>NOT</u> our reh py this p	modernization propage as neces	on, remodels, or oject, this form is sary to include all
■ Maintenance □ Rehabilitation/Restoration		Completed	■ Proposed
Building Feature: Main lobby ceiling repairs			
Cost \$(round to nearest dollar) Contract Year of Proposed	d Work (	Completion:	2017-2018
Description of work: General in-painting, cleaning, etc. of lobby ceilings.			
☐ Maintenance ■ Rehabilitation/Restoration		Completed	Proposed
Building Feature: Greenhouse: 4 <sup>th</sup> floor south terrace (5 <sup>th</sup> St. frontage)			
Cost \$ 750,000 (round to nearest dollar) Contract Year of Proposed Work	Comple	tion: _201	7-2018
Description of work: Remove greenhouse over building terrace located at the building (main façade facing 5 <sup>th</sup> St.). Restore areas of exterior wall rusable outdoor space.			
■ Maintenance □ Rehabilitation/Restoration		Completed	Proposed
Building Feature: Exterior walls: brick and limestone			
Cost \$ 20,000 (round to nearest dollar) Contract Year of Proposed V	Vork Co	mpletion:	2017 and 2019
Description of work: Limited replacement of cracked and missing bricks (m corroded anchors and patch and clean limestone.	ninor/r	ear facade	s). Repair
■ Maintenance □ Rehabilitation/Restoration		Completed	■ Proposed
Building Feature: Exterior walls and copings: glazed terra cotta			
Cost \$185,000(round to nearest dollar) Contract Year of Proposed Wo	ork Com	pletion: 20	17, 2019-2021
Description of work: Patch spalling in glazed terra cotta at walls and coping phases: 2017, and 2019 through 2021.	gs. To l	be comple <sup>.</sup>	ted in two

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, 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.
■ Maintenance   □ Rehabilitation/Restoration   □ Completed   ■ Proposed
Building Feature: Exterior walls: Concrete
Cost \$ _5,000 (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 \$ \$\frac{\$32,000}{}\$ (round to nearest dollar) Contract Year of Proposed Work Completion: 2017, 2021-2023
Description of work: Repair selected deteriorated glazed terra cotta window lintels; replace in kind where necessary.
■ Maintenance  □ Rehabilitation/Restoration  □ Completed □ Proposed
Building Feature: Exterior walls: glazed terra cotta
Cost \$ 5,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017-2020
Description of work: Remove all abandoned anchors and patch labels.
■ Maintenance □ Rehabilitation/Restoration □ Completed ■ Proposed
Building Feature: Roof maintenance
Cost \$50,000(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.

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, 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.
■ Maintenance □ Rehabilitation/Restoration □ Completed ■ Proposed
Building Feature: Window openings
Cost \$ 175,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018-'19; 2021-'22
Description of work: Replace perimeter sealant at punched window openings and wet seal.
■ Maintenance   □ Rehabilitation/Restoration   □ Completed   ■ Proposed
Building Feature: Exterior Walls: Penetrations
Cost \$ 10,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019
Description of work: Seal any unsealed penetrations over backer rod.
■ Maintenance □ Rehabilitation/Restoration □ Completed ■ Proposed
Building Feature: Greenhouses on terraces
Cost \$ 105,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019-2022
Description of work: Replace perimeter sealant at greenhouses and wet seal. Paint to match existing facade. Although these are not historic features, this aspect of their maintenance directly affects integrity of adjacent historic materials.
■ Maintenance    □ Rehabilitation/Restoration    □ Completed    ■ Proposed
Building Feature: Roof replacement
Cost \$ 450,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2022-2023
Description of work: Repair and replace as needed the various flat, built-up roof surfaces.

PROPERTY ADDRESS: 6	01 W. 5 <sup>th</sup> Street, Los Angeles	, CA 90071
maintenance, restoration and construction of new elements. meant to specifically capture the items that apply to your property.	d replacement of historic features or Although modernization may be an impose preservation work involved and not an	the property. In this plan, include all of the expected in the property, NOT modernization, remodels, or portant part of your rehabilitation project, this form is mything else. Copy this page as necessary to include all dipreservation work (if applicable) and continue with er of priority.
■ Maintenance 🔲 R	ehabilitation/Restoration	☐ Completed ■ Proposed
Building Feature: 12 <sup>th</sup> Flo	or executive/board suite	
Cost \$ <u>30,000</u> (roo	und to nearest dollar) Contract Year of	Proposed Work Completion: 2020
•	<u> </u>	t term, perform maintenance and board room spaces prior to next tenant's

#### 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

	25089 Revocable Trust
	25005 Nevocable Hust
	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 AC	GREEMENT is made and entered into this day of 2016, by and (LEAVE DATE BLANK UNTIL RECORDED)
hetwee	(LEAVE DATE BLANK UNTIL RECORDED) n the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and
	evocable 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 HISTORICAL ADAMS RESIDENCE and located at the street address 2508 9th Ave.  (herein often and here a street address), Los Angeles, California 90018
	(hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as <b>Exhibit "A"</b> , 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 WEST ADAMS TERRACE Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.
- (iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

# 1. Effective Date and Term of Agreement.

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

#### 2. Renewal.

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

## 3. Standards for Historical Property.

During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:

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

- regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.
- c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

# 4. Provision of Information of Compliance.

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

### 5. Cancellation.

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

#### 6. Enforcement of Agreement.

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

are available to the City to pursue in the event that there is a breach of this Agreement. No waiver of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

#### 7. Binding Effect of Agreement.

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

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

### 8. Notice.

Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto.

To City: Los Angeles Department of City Planning

200 North Spring Street, Room 559

Los Angeles, California 90012

Attn: Historical Property Contracts Manager

To Owner: Name 25089 Revocable Trust

Address 2508 9th Ave.

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:

Ву:			
Deputy			Date
Ву:			
VINCENT P. BERTONI, AICP, Directo	r of Plann	ing	Date
istrict of Columbia: SS	Ву:	Nany L. Blacker Owner Signature*	
orn to and subscribed before me on day of June, 2016		Owner Signature*	. /
Las Base		Nancy Blacker, Trustee of the 25089 Revocable Trust	6/9
ry Public's Signaturo Commission Expires  Jul 14, 20/8		Print Name	Date
	By:		
5010 10 T	·	Owner Signature*	
		Print Name	 Date
	Ву:		
$z_{i_{I_{I_i}}} = z_i \sqrt{s^N}$	Jy.	Owner Signature*	
**************************************		Print Name	 Date
Lorna Barringer strict of Columbia, Notary Public My Commission Expires June 14, 2018		Fillitivalile	Date
APPROVED AS TO FORM MICHAEL N. FEUER, City Attorney			
By:			

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 9	0018				
OWNER(S) OF PROPERTY: 25089 Revocable T	rust				
OWNER(S) MAILING ADDRESS: 2508 9th Ave,	LA, CA 90018				
Номе Теlephone: <u>(310)</u> 435-4481		Work Telephone: <u>(310)</u> 458-7707			
Mobile Telephone: <u>(310)</u> 804-8409		ALTERNATE TELEPHONE: (310) 435-4481			
OWNER(s) EMAIL: marcy@tricoast.com		ALTERNATE EMAIL: strath@tricoast.com			
PROPERTY INFORMATION					
Legal Description: TRACT:West Adams	Terrrace	BLOCK:11 LOT: _13 ARB:	none_		_
Assessor Identification Number (AIN): 5059	- 015	- <u>013</u> COUNCIL DISTRIC	CT NO.: _1	0	
PROPERTY PURCHASE DATE: _Jan. 14, 2016_	_ Most Re	CENT ASSESSED VALUE:\$925,000			
OWNER OCCUPIED:	USE: 💽 SING	LE-FAMILY DWELLING   O MULTI-FAMILY/ COMM	MERCIAL/ IN	IDUSTR	IIAL
ADDRESSES FOR ALL OTHER PROPERTY OWNED SEPARATE SHEET OF PAPER, LABELED "ATTACHN			() Yes	s 🌀	NA
Taxes on all property owned within the (	CITY OF LOS AN	IGELES ARE PAID TO DATE?	<b>(●</b> Yes	s C	No
ARE THERE ANY OUTSTANDING ORDERS TO CO BUILDING AND SAFETY OR THE LOS ANGELES H			○ YES	s 🧑	No
HISTORICAL SIGNIFICANCE				6	
HISTORIC-CULTURAL MONUMENT (HCM)				subscribed before me	
HCM Number: HCM Name:	Th	e R.H. Adams residence	<del></del>	pefo.	<u> </u>
CONTRIBUTOR TO A HISTORIC PRESERVAT	ion Overlay 2	ZONE (HPOZ)	တ္သ	<b>B</b> 9	1
HPOZ NAME: West Adams Terrace		HISTORIC PROPERTY NAME:	mbla:	E G	73
ORIGINAL CONSTRUCTION DATE: 1911	Δ	ARCHITECT(s): Arthur Heineman	<u>\_</u>	of Set	<u> </u>
ARCHITECTURAL STYLE: Arts and Crafts			<u>ပိ</u>	and	`\$
		ESCRIBED ABOVE AND HEREBY APPLY FOR AN	ict	a to	育
PROPERTY CONTRACT.	E PROPERTY D	ESCRIBED ABOVE AND HEREBY APPLY FOR AN	HIST SKIC.	Swor the 9	R
r junya Dlanker	2/24/16				
OWNER SIGNATURE Nancy Blacker, Trustee Of The 25089 Revocable Trust	Date	OWNER SIGNATURE	D	)ATE	
Nancy L. Blacker		PRINT NAME			
PRINT NAME					

**EXHIBIT "A"** 

Revised November 2015

PROPERTY ADDRESS.	2508	9th	Ave	LA.	CA	9001	8

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, NOT modernization, 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.

■ Maintenance □ Rel	habilitation/Restoration	Store	Completed		Proposed
	·	<b>=</b>	completed	ت	rioposeu
building reature.	nome / Trees				
Cost \$ 800.	_ (round to nearest dollar)	Contract Year of Proposed Work	Completion:	0	······
Description of work: Tree	limbs that were in contact wi	th roof or hanging near roo	of were trim	med	d away.
■ Maintenance □ Reh	nabilitation/Restoration		Completed		Droposod
	•		Completed		Proposed
Building Feature: Gutte	ers				
Cost \$ 500.	_ (round to nearest dollar)	Contract Year of Proposed Work	Completion:	0	
	ers were cleared to allow for leaked into basement.	roof / drainage on North s	ide of hom	ie	
■ Maintenance □ Reh	nabilitation/Restoration		Completed		Proposed
Torm	'		Completed		Proposed
Building Feature: Term	ite Extermination (a	nd other pests)		0	Proposed
Torm	'			0	Proposed
Building Feature: Term  Cost \$ 7440.  Description of work: \$\frac{\text{TERMITE}}{\text{S3,275,00}} \tag{TOTAL: \$\text{\$\text{S1}}}	(round to nearest dollar)  WORK: \$ 960.00(Subterranean termites treatment) (Fumigation for drywood termites) 4,235.00 (Repairs are excluded.)	nd other pests)		0	Proposed
Building Feature: Term  Cost \$ 7440.  Description of work: \$3,275.00 TOTAL: \$ Repairs: \$	(round to nearest dollar)  WORK: \$ 960.00(Subterranean termites treatment) (Fumigation for drywood termites) 4,235.00 (Repairs are excluded.)	nd other pests)		0	Proposed
Building Feature: Term  Cost \$ 7440.  Description of work: \$\frac{\text{TERMITE}}{\text{S3,275,00}} \text{TOTAL: \$\text{Repairs: \$\text{Bee Remote}}} \text{Bee Remote}	(round to nearest dollar)  WORK: \$ 960.00(Subterranean termites treatment) (Furnigation for drywood termites) 4,235.00 (Repairs are excluded.)	nd other pests)  Contract Year of Proposed Work  te it checked/cleaned /patched \$500		0	Proposed
Building Feature: Term  Cost \$ 7440.  Description of work: \$3,275.00 TOTAL: \$* Repairs: \$* Bee Remo	work: \$ 960.00(Subterranean termites treatment) (Furnigation for drywood termites) 4,235.00 (Repairs are excluded.) 2500 voal: \$225 / Rodent droppings/ traps noted in the attic. Have	nd other pests)  Contract Year of Proposed Work  te it checked/cleaned /patched \$500	Completion:	0	
Building Feature: Term  Cost \$ 7440.  Description of work: \$\frac{\text{TERMITE}}{\text{S3,275,00}} \text{TOTAL: \$\text{Repairs: \$\text{Bee Remo}}} \text{Bee Remo}	work: \$ 960.00(Subterranean termites treatment) (Furmigation for drywood termites) 4,235.00 (Repairs are excluded.) 2500 oval: \$225 / Rodent droppings/ traps noted in the attic. Have mabilitation/Restoration	nd other pests)  Contract Year of Proposed Work  te it checked/cleaned /patched \$500	Completion:	0	
Building Feature: Term  Cost \$ 7440.  Description of work: \$3,275.00 TOTAL: \$ Repairs: \$ Bee Remo  Maintenance Ref  Building Feature: Ext. F  Cost \$ 1000.	work: \$ 960.00(Subterranean termites treatment) (Furnigation for drywood termites) (4,235.00 (Repairs are excluded.) 2500 oval: \$225 / Rodent droppings/ traps noted in the attic. Have the substitution of th	Contract Year of Proposed Work te it checked/cleaned /patched \$500	Completed Completion:	0	

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

☐ Maintenance ■ Rehabilitation/Restoration	☐ Completed <b>⑥</b> Proposed
Building Feature: Landscaping & Clearing	Alley / Garage
. = = =	Contract Year of Proposed Work Completion:
Description of work: Clearing former back alley of brusture	ush 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:	

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

☐ Maintenance	🗆 Completed 🗎 Proposed
Building Feature: Electrical; Full Upgrade	
Cost \$ 15,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:
Description of work: dead-front. Many receptacles not grounded. Kno irregular wiring splices. Exposed Romex type wir	roof - recommend to upgrade. Main Panel is missing a secured b-and tube wiring is covered with attic insulation. There are exposed and ing needs fixing. Exposed splices, missing box covers, exposed wiring need upgrading. GFCI outlets in all "wet" locations must be upgraded.
☐ Maintenance	🗆 Completed 🗧 Proposed
Building Feature: Int. / Plumbing	
Cost \$ 1500 (round to nearest dollar)	Contract Year of Proposed Work Completion:
Description of work: Missing handle at gate valve. Missing anti-siphon valve at hose	connections. Rusted and cracked cast iron drain piping in the foundation crawlspace.
☐ Maintenance ■ Rehabilitation/Restoration	🗆 Completed 🗏 Proposed
Building Feature: HVAC System	
Cost \$4000. (round to nearest dollar)	Contract Year of Proposed Work Completion:
Description of work: Return air for lower level furnace is locate relocated. Missing air filter at basement h	d in cabinet drawer at the dining room and needs to be eating unit & material on the ducting needs replacing.
■ Maintenance ■ Rehabilitation/Restoration	☐ Completed 🗎 Proposed
Building Feature: Hardware	
Cost \$ 1500. (round to nearest dollar)	Contract Year of Proposed Work Completion:
Description of work: Repair extant and purchase/instaknob sets, plus some cabinet late	

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

Maintenance	☐ Rehabilitation/Restoration	☐ Completed	■ Proposed
Building Feature:	Air Cond / Heating Syste	ems	
Cost \$ 2500		Contract Year of Proposed Work Completion:	2
Description of wor	k: Both Air Conditioning and Heatin	ng Systems need repair and maintena	ınce.
Maintenance	☐ Rehabilitation/Restoration	☐ Completed	Proposed
Building Feature:	nt. Home General Repa	iir	
Cost \$ 2000.	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2
Description of worl	K: need of patch/paint/repair. Windows won't open,do	nd ceilings have cracks and holes or minor damage at various won't stay shut, cracked windows & frames broken & trim damage in sun room, door drags on floor. Tiles, Tubs,	falling apart, front
Maintenance	☐ Rehabilitation/Restoration	☐ Completed	Proposed
Building Feature:	Roof repairs		
Cost \$ 3800	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2
Description of work	: - Install either mortar-cap or sheet metal cap at top of chimney.	aling roof tie-in as needed AND installing metal base flashing/ counter-flashin fiberglass membrane & installing permanent METAL FLASHING as needed.	ng at roof tie-in.
☐ Maintenance	Rehabilitation/Restoration	☐ Completed	Proposed
Building Feature:	Concrete Foundation / E	arthquake Mitigation	
Cost \$ 12,000	O. (round to nearest dollar)	Contract Year of Proposed Work Completion:	2
Description of work	Bell structure per enginearing 2 - story standard, 9" – 12" from corners, and sill brask 6: on cent.     Bells ser crople walls in 75 % with 1%; 50% structure 1 wood, reducing vents, screens, and blockir     Instal sleet 6-35 faming anchors, 24 on centier with booking as newly care.     Instal sleet 6-35 faming anchors, 24 on centier with booking as newly care of the centier of the centie	reinfercement.	

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

■ Maintenance □ Rehabilitation/Restoration	■ Completed ■ Proposed
Building Feature: Ceiling Rafters	
Cost \$ 500-1000 (round to nearest dollar)	Contract Year of Proposed Work Completion:
Description of work: Loose Ceiling Boards in Engleno	ok
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed <b>■</b> Proposed
Building Feature: Venting Chimney	
Cost \$ 1000-5000 (round to nearest dollar)	Contract Year of Proposed Work Completion:
	od all vent through original brick venting chimney. Chimney needs this function (repair/rebuild to such plans). It also requires a rain cap to
☐ Maintenance ■ Rehabilitation/Restoration	🗆 Completed 💆 Proposed
Building Feature: Inglenook Flooring	
Cost \$ 500-3000 (round to nearest dollar)	Contract Year of Proposed Work Completion:
Description of work: remove non-original parquet floor flooring (if extant) or replicate/inst	<u> </u>
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed 🖬 Proposed
Building Feature:	
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:
Description of work:	

PROPERTY ADDRI	.cc. 2508	9th	Avenue,	LA,	CA	900	18
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☐ Maintenance	Rehabilitation/Restoration		Completed		Proposed
Building Feature:	lain chimney				
Cost \$ 18,000		Contract Year of Proposed Work	Completion:	3	
Description of work	The chimney flue does not have the parties the walls. There is no fire blocking in are open. The fireplace enclosure do	the chimney chase. The firep			
☐ Maintenance	■ Rehabilitation/Restoration		Completed		Proposed
Building Feature:	ireplace / Bookcases				
Cost \$ 6000	(round to nearest dollar)	Contract Year of Proposed Work	Completion:	3	
Description of work	Fireplace, bookcases need to be restored to or existing materials and other Heineman houses intact hearth floor to be retained and restored.	. Original tile material is "ironspot," w	hich may not b	e ava	ilable.
☐ Maintenance	Rehabilitation/Restoration		Completed		Proposed
Building Feature:	ighting Fixtures				
Cost \$ 5000	(round to nearest dollar)	Contract Year of Proposed Work	Completion:	4	
Description of work	Rebuild two ceiling light fixtures in living roperiod/period appropriate sconces to mate above fireplace				
☐ Maintenance	Rehabilitation/Restoration		Completed		Proposed
Building Feature:	oors and Windows				
Cost \$ 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, Fix	,, ,			

PROPERTY ADDRESS:	2508	9th	Ave	ΙΑ	CA	90018	<u>'</u>
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☐ Maintenance	Rehabilitation/Restoration		Completed	•	Proposed
Building Feature:	Exterior structure				
Cost \$ 20,000	(round to nearest dollar)	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 / inglenoc Repair rear stairway where separating from wall	k) and replace with architecturally corre			
Maintenance	☐ Rehabilitation/Restoration		Completed	•	Proposed
Building Feature:	Stained Glass Windows				
Cost \$ 300	(round to nearest dollar)	Contract Year of Proposed Work	Completion:	5	···
Description of work	: replace one broken panel with S	_AG glass to match origina	al		
□ Maintenance	Rehabilitation/Restoration	Π	Completed		Proposed
☐ Maintenance Building Feature:	Rehabilitation/Restoration  Dining Room and Living		Completed		Proposed
	Rehabilitation/Restoration  Dining Room and Living  (round to nearest dollar)	Room	•		Proposed
Building Feature: $\Box$ Cost \$9,500	Dining Room and Living	Room  Contract Year of Proposed Work  leaded glass windows on cabine iring/refinishing specialty wood de	Completion:	5	Proposed
Building Feature: Cost \$9,500  Description of work	(round to nearest dollar)  :: Repair cabinetry and shelves and replace throughout in both rooms, rebuilding/repabroken,chipped, missing. Broken step at	Room  Contract Year of Proposed Work leaded glass windows on cabine iring/refinishing specialty wood derear of mezzanine.	Completion:	5 vood	Proposed
Building Feature: Cost \$9,500  Description of work	(round to nearest dollar)  :: Repair cabinetry and shelves and replace throughout in both rooms, rebuilding/repabroken,chipped, missing. Broken step at	Room  Contract Year of Proposed Work leaded glass windows on cabine iring/refinishing specialty wood derear of mezzanine.	Completion: ets. Restore vetails where	5 vood	
Building Feature: Cost \$9,500  Description of work	(round to nearest dollar)  (round to nearest dollar)  Repair cabinetry and shelves and replace throughout in both rooms, rebuilding/repabroken,chipped, missing. Broken step at Rehabilitation/Restoration  Rehabilitation/Restoration	Room  Contract Year of Proposed Work leaded glass windows on cabine iring/refinishing specialty wood derear of mezzanine.	Completion: ets. Restore vetails where Completed	5 vood	

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

☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed 📓 Proposed
Building Feature: Bathroom 1 - downstairs	
	Contract Year of Proposed Work Completion: 7
Description of work: Complete rehab from floor to cei floor are not authentic to the peri	
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed <b>■</b> Proposed
Building Feature: Bathroom - 2 "master ba	throom"
Cost \$ 15,000 (round to nearest dollar)	Contract Year of Proposed Work Completion: 7
Description of work: Complete rehab from floor to ceil are not authentic to the period. F	· ·
☐ Maintenance ■ Rehabilitation/Restoration	☐ Completed <b>■</b> 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:	

PROPERTY ADDRESS	。2508 9th	า Avenue,	LA,	CA 9001	8
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☐ 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	
☐ 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
Description of work: Remove spray-on popcorn type a re-plaster/repaint according to 19	•
☐ Maintenance ■ Rehabilitation/Restoration	🗆 Completed 🗏 Proposed
Building Feature: Garage	
Cost \$ 20,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:
Description of work: needs finishing, int and ext. remo	ve non-original stucco, paint exterior.
■ Maintenance □ Rehabilitation/Restoration	☐ Completed <b>■</b> Proposed
Building Feature:	
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:
Description of work:	

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

☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed	■ Propose
Building Feature: Pergolas (2)		
05.000	Contract Year of Proposed Work Completion:	9
Description of work: Rebuild original Pergola on sout	h and east of home.	
,		
☐ Maintenance ■ Rehabilitation/Restoration	☐ Completed	Propose
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	☐ Completed	■ Proposed
<b>—</b>		
Building Feature: Fencing		
Building Feature: Fencing  Cost \$ 5000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	10
	•	10
Cost $\$$ (round to nearest dollar)	•	10
Cost \$5000 (round to nearest dollar)  Description of work: Replace old fencing with architect  Maintenance Rehabilitation/Restoration	•	10  Proposed
Cost \$5000 (round to nearest dollar)  Description of work: Replace old fencing with architect  Maintenance Rehabilitation/Restoration	sturally appropriate.	
Cost \$5000 (round to nearest dollar)  Description of work: Replace old fencing with architect	cturally appropriate.	

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

☐ Maintenance ■ Rehabilitation/Restoration	☐ Completed	Proposed
Building Feature: Ext. Roof, Eaves, Soffits	s, Fascia: House & Garage	9
Cost \$40,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	11
Description of work: deteriorating, drainage problems w/ standing water. Expo shingles. The gutter/downspout coverage is partial. Dow	DOWNSPOUT SYSTEM". Replace/Repair age defects/damage: sage dasteners need sealing. Multiple roof layers found. Flat roof are inspouts terminate at foundation - poor location. Need to extend awarections at the attic structure which appear to require repairs,	eas have improper
☐ Maintenance ■ Rehabilitation/Restoration	☐ Completed	Proposed
Building Feature: Landscaping		
20 000	Contract Year of Proposed Work Completion:	11
Description of work: redo landscaping with period-ap water-savings	propriate design that also considers	
☐ Maintenance ■ Rehabilitation/Restoration	☐ Completed	Proposed
•	☐ Completed	Proposed
□ Maintenance Rehabilitation/Restoration  Building Feature: Kitchen  Cost \$ 40,000 (round to nearest dollar)	·	Proposed
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	Contract Year of Proposed Work Completion:	11
Building Feature: Kitchen  Cost \$\frac{40,000}{\text{cound to nearest dollar}}\$  Description of work: Remodeling had occurred in the architects style.	Contract Year of Proposed Work Completion: 60's; needs renovation to confirm to c	11 original
Building Feature: Kitchen  Cost \$40,000 (round to nearest dollar)  Description of work: Remodeling had occurred in the architects style.	Contract Year of Proposed Work Completion: 60's; needs renovation to confirm to c	11  Driginal  Proposed
Building Feature: Kitchen  Cost \$ 40,000 (round to nearest dollar)  Description of work: Remodeling had occurred in the architects style.  Description of work: Remodeling had occurred in the architects style.	Contract Year of Proposed Work Completion: 60's; needs renovation to confirm to c	11  Driginal  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.

HISTORICAL PROPERTY CONTRACT APPLICATION REVISED MARCH 2016 **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

	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.)	
betwee	GREEMENT is made and entered into this day of	o as the "City") and
	WITNESSETH:	
(i)	California Government Code Sections 50280, et seq. authorize cities to enter the owners of qualified historical properties to provide for the use, maintena of such historical properties so as to retain their characteristics as projections.	ince and restoration
(ii)	Owner possesses fee title in and to that certain real property, together with a and improvements thereon, commonly known as the House for E. L. Conner & Cou at the street address	and located 90006 I description of the red to as the "Plan")

(iii)	On	N	IA	N	<u>IA</u> : (	(a) the	City	Council	of the	e City o	f Los	. Ang	geles
	declared th	ne Prope	rty Historic-Cultu	ıral Mo	nume	nt No.	NA	purs	uant t	o Sectio	n 22.	171.1	LO of
	the Los Ar	ngeles A	dministrative Co	de (0	Counci	l File 1	No	NA		NA	); or	, (b)	The
	Property	was	determined	to	be	а	Cor	ntributing	St	tructure	1	0	the
	I	Harvard Hei	ghts	_ Hist	oric P	reserva	ation	Overlay	Zone	pursua	nt to	Sec	tion
	12.20.3 of	the Los A	ngeles Municipa	l 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

Los Angeles, CA 90006

#### 9. General Provisions.

a. None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors or assigns, nor

- shall such terms, provisions or conditions cause them to be considered joint venturers or members of any joint enterprise.
- b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.
- c. All of the agreements, rights, covenants, reservations and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Property, whether by operation of law or in any manner whatsoever.
- d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.
- e. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be effected thereby.
- **f.** This Agreement shall be construed and governed in accordance with the laws of the State of California.

### 10. Recordation.

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

#### 11. Amendments.

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

#### 12. Fees.

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

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

# THE CITY OF LOS ANGELES, a municipal corporation: ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer By: \_ Deputy Date VINCENT P. BERTONI, AICP, Director of Planning Date By: **Print Name** By: Owner Signature\* **Print Name** Date By: Owner Signature\* **Print Name** Date APPROVED AS TO FORM MICHAEL N. FEUER, City Attorney

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.

### 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

1 -24 1

Daniel Parseghian

DANIEL PARSEGHIAN
Commission # 2130929
Notary Public - California
Los Angeles County
My Comm. Expires Nov 18, 2019

**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: 2895 West 15th Street, Los Angeles, CA 90006 HOME TELEPHONE: \_\_\_\_\_ WORK TELEPHONE: \_\_\_\_\_ MOBILE TELEPHONE: (310) 213-2332 ALTERNATE TELEPHONE: PROPERTY INFORMATION Legal Description: TRACT: Harvard Heights BLOCK: C LOT: 14 ARB: None Assessor Identification Number (AIN): 5074 - 004 - 018 COUNCIL DISTRICT NO.: 10 PROPERTY PURCHASE DATE: 1/20/2016 MOST RECENT ASSESSED VALUE: \$ 752,000 OWNER OCCUPIED: • YES Use: Single-Family Dwelling MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL No 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? TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? YES No ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM THE LOS ANGELES DEPARTMENT OF YES BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPARTMENT? HISTORICAL SIGNIFICANCE HISTORIC-CULTURAL MONUMENT (HCM) HCM NUMBER: HCM NAME: CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ) HPOZ NAME: Harvard Heights HISTORIC PROPERTY NAME: House for E L Conner & Court Levi ORIGINAL CONSTRUCTION DATE: 1905 ARCHITECT(S): Frank M. Tyler Craftsman/Tudor Revival ARCHITECTURAL STYLE: I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT OWNER SIGNATURE DATE **OWNER SIGNATURE** DATE J. Dorian Frankel

**EXHIBIT "A"** 

PRINT NAME

PRINT NAME

PROPERTY ADDRESS: 2895 West 15th Street					
maintenance, restora of new elements. A specifically capture t apply to your proper	pose all preservation work necessary to rehabilitate the property. In this plan, include all option and replacement of historic features on the property, NOT modernization, remodels, although modernization may be an important part of your rehabilitation project, this for the preservation work involved and not anything else. Copy this page as necessary to including ty. Begin by listing recently completed preservation work (if applicable) and continue with the next ten years arranging in order of priority.	or construction m is meant to e all items that			
☐ Maintenance	■ Rehabilitation/Restoration ■ Completed	☐ Proposed			
Building Feature:	Interior surfaces				
Cost \$ 10,000	(round to nearest dollar) Contract Year of Proposed Work Completion:	2016			
Description of work	Prep/paint all interior surfaces				
☐ Maintenance	■ Rehabilitation/Restoration ■ Completed	☐ Proposed			
Building Feature:	Floors				
Cost \$ 7,200	(round to nearest dollar) Contract Year of Proposed Work Completion:	2016			
Description of work	: Rehabilitate, prep/re-finish all floors				
☐ Maintenance	■ Rehabilitation/Restoration ■ Completed	☐ Proposed			
Building Feature:	Bath tub				
Cost \$ 500	(round to nearest dollar) Contract Year of Proposed Work Completion:	2016			
Description of work	Refinish bath tub in ground floor bathroom.				
■ Maintenance	■ Rehabilitation/Restoration ■ Completed	☐ Proposed			
Building Feature:	Alarm system				
Cost \$ 1,200	(round to nearest dollar) Contract Year of Proposed Work Completion: _	2016			
Description of work	: Update alarm system.				

PROPERTY ADDRE	ROPERTY ADDRESS: 2895 West 15th Street						
maintenance, restor of new elements. A specifically capture t apply to your proper	pose all preservation work necessary to rehabilitate ation and replacement of historic features on the plathough modernization may be an important particle preservation work involved and not anything electly. Begin by listing recently completed preservation he next ten years arranging in order of priority.	property, <u>NOT modernization, remodels,</u> tof your rehabilitation project, this fosse. Copy this page as necessary to include	or construction orm is meant to de all items that				
■ Maintenance	☐ Rehabilitation/Restoration	■ Completed	☐ Proposed				
Building Feature:	Att	ic fan					
750	****	act Year of Proposed Work Completion:	2016				
Description of work	: Installed attic fan for better air flow and						
☐ Maintenance	Rehabilitation/Restoration	■ Completed g lights	☐ Proposed				
Building Feature:	Cenni	<u>g lights</u>					
Cost \$ 5,000	(round to nearest dollar) Contra	act Year of Proposed Work Completion:	2016				
Description of work	: Replaced 3 modern ceiling light fixture	s with period appropriate ones.					
☐ Maintenance	Rehabilitation/Restoration	<b>■</b> Completed	☐ Proposed				
Building Feature:	Chimne	y/fireplace					
Cost \$42,250	(round to nearest dollar) Contra	act Year of Proposed Work Completion:	2016				
Description of work	The chimney rehabilitation is going thr fireplace must also be rehabilitated.						
■ Maintenance	■ Rehabilitation/Restoration	☐ Completed	■ Proposed				
Building Feature:	Foundation/se	ismic retrofitting					
Cost \$ 54,250	(round to nearest dollar) Contra	act Year of Proposed Work Completion:	2017				
Description of work	Shore up house; dig & pour new fitting foundation, dispose of soil & debris.	s, cripple wall, bolt new sill plat	e to				

PROPERTY ADDRE	ESS: 2895 West 15th Street						
Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the exp maintenance, restoration and replacement of historic features on the property, NOT modernization, remodels, or construor of new elements. Although modernization may be an important part of your rehabilitation project, this form is meas specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work property to complete within the next ten years arranging in order of priority.					nstruction meant to items that		
☐ Maintenance	■ Rehabilitation/Restoration	☐ Com	pleted		Proposed		
Building Feature:	Cell	ar					
Cost \$ 3,000	(round to nearest dollar) Co	ntract Year of Proposed Work Com	pletion:	20	18		
Description of worl	: Rehabilitate lathe in cellar and re-pla	aster.					
☐ Maintenance	Rehabilitation/Restoration		pleted		Proposed		
Building Feature:	Entry door/	kitchen exit door					
Cost \$ 4,000	(round to nearest dollar) Cor	stract Year of Proposed Work Com	pletion:	20	19		
Description of work	: Rehabilitate/replicate entry door; reh	abilitate rear exit from kitc	hen.				
☐ Maintenance	■ Rehabilitation/Restoration	■ Com	pleted		Proposed		
Building Feature:	Electri	cal system					
Cost \$ 13,500	(round to nearest dollar) Cor	stract Year of Proposed Work Com	pletion:	20	20		
Description of work	:.Total up-grade of electrical system r	eeded.					
■ Maintenance	■ Rehabilitation/Restoration	<b>☐</b> Com	pleted		Proposed		
Building Feature:	North ex	terior deck					
Cost \$ 15,000	(round to nearest dollar) Cor	tract Year of Proposed Work Com	pletion: _	202	21		
Description of work	Re-build exterior deck which is in da	ngerous/wretched conditio	n.				

PROPERTY ADDRE	OPERTY ADDRESS: 2895 West 15th Street						
maintenance, restor of new elements. A specifically capture apply to your prope	pose all preservation work necessary to rehabilitate the property. In this plan, include all ration and replacement of historic features on the property, NOT modernization, remodels, Although modernization may be an important part of your rehabilitation project, this for the preservation work involved and not anything else. Copy this page as necessary to includinty. Begin by listing recently completed preservation work (if applicable) and continue with the next ten years arranging in order of priority.	or correction or	onstruction meant to items that				
☐ Maintenance	■ Rehabilitation/Restoration □ Completed		Proposed				
Building Feature:	Kitchen						
Cost \$ 7,500	(round to nearest dollar) Contract Year of Proposed Work Completion:	20	22				
Description of worl	k: Replace failing kitchen sink and counter tops.						
☐ Maintenance	■ Rehabilitation/Restoration □ Completed	B	Proposed				
Building Feature:	Exterior						
Cost \$ 17,500	(round to nearest dollar) Contract Year of Proposed Work Completion:	20	23				
Description of work	k։ Rehabilitate/replicate shingles, prep, prime, apply two coats exterior բ	oain	t.				
■ Maintenance	■ Rehabilitation/Restoration □ Completed		Proposed				
Building Feature:	Attic						
Cost \$ 4,500	(round to nearest dollar) Contract Year of Proposed Work Completion:	20	24				
Description of work	Install insulation in attic to aid climate control of historic home						
☐ Maintenance	■ Rehabilitation/Restoration □ Completed		Proposed				
Building Feature:	Upstairs bathroom						
Cost \$ 11,000	(round to nearest dollar) Contract Year of Proposed Work Completion:	20	25				
Description of work	There is a completely hideous bathroom upstairs the only one on the floorthat must be rehabilitated/replaced in part.	ne u <sub>l</sub>	oper				

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, 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.					
☐ Maintenance	Rehabilitation/Restoration		] Completed	■ Prop	osed
Building Feature:	Fro	nt & rear yards			
Cost \$ 12,000	(round to nearest dollar)	Contract Year of Proposed Wor	k Completion:	2026	
	Rehabilitate/replace some of rea tolerant and landscape front law			ught	
☐ Maintenance	Rehabilitation/Restoration		Completed	☐ Prop	osed
Building Feature:					
Cost \$	(round to nearest dollar)	Contract Year of Proposed Wor	k Completion:	2016	
Description of work:					
☐ Maintenance	Rehabilitation/Restoration		Completed	☐ Prop	osed
Building Feature:					
Cost \$	(round to nearest dollar)	Contract Year of Proposed Wor	k Completion:	2016	
Description of work:					
■ Maintenance	Rehabilitation/Restoration	<u> </u>	Completed	☐ Prop	osed
Building Feature:					
Cost \$	(round to nearest dollar)	Contract Year of Proposed Wor	k 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

Hrout-Tania Tina Aghassian

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

	Henrik Khodaverdi	
	(PRINT NAME OF EACH OWNER AS LISTED	ON TITLE)
	FOR THE PRESERVATION AND BENEFIT HISTORIC-CULTURAL MONUMENT	
	CONTRIBUTING STRUCTURE PROPERTY L	OCATED AT
	2251 W 20th Street, Los Angeles, CA 90018	
	(L.A.M.C. SECTIONS 19.140, et seq.)	
THIS AC	AGREEMENT is made and entered into this day of _	NK UNTIL RECORDED) 2016, by and
	en the CITY OF LOS ANGELES, a municipal corporation (here	
(PRINT	NAME OF EACH OWNER AS LISTED ON TITLE)	
	WITNESSETH:	
(i)	California Government Code Sections 50280, et seq. author the owners of qualified historical properties to provide for of such historical properties so as to retain their characteristicance.	the use, maintenance and restoration
(ii)		ributing Property and located ngeles, California 90018 , roperty"). A legal description of the (hereinafter referred to as the "Plan")

- (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 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 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: Hrout-Tania Tina Aghassian & Henrik Khodaverdi

Address 2251 W 20th Street

Los Angeles, CA 90018

### 9. General Provisions.

a. None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors or assigns, nor

- shall such terms, provisions or conditions cause them to be considered joint venturers or members of any joint enterprise.
- b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.
- **c.** All of the agreements, rights, covenants, reservations and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Property, whether by operation of law or in any manner whatsoever.
- d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.
- **e.** In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be effected thereby.
- f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

### 10. Recordation.

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

### 11. Amendments.

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

### 12. Fees.

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

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

# THE CITY OF LOS ANGELES, a municipal corporation: ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer By: Deputy Date By: VINCENT P. BERTONI, AICP, Director of Planning Date 5-31-2016 By: Owner Signature\* Hrout-Tania Tina Aghassian Date **Print Name** By: er Signature\* Henrik Khodaverdi **Print Name** By: Owner Signature\* Print Name Date APPROVED AS TO FORM

Вү:\_\_\_\_\_

Deputy City Attorney, Office of the City Attorney

MICHAEL N. FEUER, City Attorney

Date

<sup>\*</sup> 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 certific document to which this certificate is attached, and not the	ate verifies only the identity of the individual who signed the the truthfulness, accuracy, or validity of that document.
State of California ) County of Los ANGELES )	
On 05 31 - 2016 before me, R  Date  personally appeared HENRIK KHODA	OD RAMSET, NOTARY PUBLIC , Here Insert Name and Title of the Officer
	VERDI AND HAROUT—TANIA  Name(s) of Signer(s)
TINA AGHASSIAN	
subscribed to the within instrument and acknow	veridence to be the person(s) whose name(s) is are veridedged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s), cted, 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.
ROD RAMSEY Commission # 2123537 Notary Public - California	Signature Rou Ranney Signature of Notary Public
Los Angeles County My Comm. Expires Sep 11, 2019	Signature of Notary Public
Place Notary Seal Above	
Though this section is optional, completing this	PTIONAL s information can deter alteration of the document or s form to an unintended document.
Description of Attached Document	
Title or Type of Document:	Document Date:
	an Named Above:
Capacity(ies) Claimed by Signer(s) Signer's Name:	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	
☐ Other:Signer Is Representing:	Other:Signer Is Representing:
Cignol is Hopiosonting.	

### HISTORICAL PROPERTY CONTRACT APPLICATION FORM

### OWNER INFORMATION PROPERTY ADDRESS: 2251 W 20th Street, Los Angeles, CA 90018 OWNER(s) OF PROPERTY: Henrik Khodaverdi & Hrout-Tania Tina Aghassian OWNER(s) MAILING ADDRESS: 2251 W 20th Street, Los Angeles, CA 90018 WORK TELEPHONE: (310) 837-0929 HOME TELEPHONE: MOBILE TELEPHONE: (213) 706-8666 ALTERNATE TELEPHONE: (213) 706-7992 OWNER(S) EMAIL: khozanak1@earthlink.net \_\_\_\_\_ ALTERNATE EMAIL: hellojeeves@yahoo.com PROPERTY INFORMATION Legal Description: TRACT: C&S Garfield Hts, E30' of lot 23 & BLOCK: None Lot: 24/23 (30') ARB: None Assessor Identification Number (AIN): 5073 - 028 - 022 COUNCIL DISTRICT NO.: 10 PROPERTY PURCHASE DATE: 7/9/2015 MOST RECENT ASSESSED VALUE: \$785.00 OWNER OCCUPIED: YES NO USE: Single-Family Dwelling Multi-Family/Commercial/Industrial ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A YES NA SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? YES NO 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 YES NO BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPARTMENT? HISTORICAL SIGNIFICANCE HISTORIC-CULTURAL MONUMENT (HCM) HCM NUMBER: \_\_\_\_ HCM NAME: \_\_\_ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ) HPOZ NAME: Western Heights HISTORIC PROPERTY NAME: Not Known ORIGINAL CONSTRUCTION DATE: 1903 ARCHITECT(s): Not Known ARCHITECTURAL STYLE: Craftsman

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

PROPERTY CONTRACT. 2/21/16 2/21/16 OWNER SIGNATURE DATE **OWNER SIGNATURE** DATE Henrik Khodaverdi Hrout-Tania Tina Aghassian PRINT NAME

**PRINT NAME** 

### REHABILITATION/RESTORATION/MAINTENANCE PLAN

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

☐ Maintenance	■ Rehabilitation/Restoration		Completed	☐ Proposed		
Int Building Feature:	terior - Wood Panels, Wainscoting, Do	oors, Moldings, Baseboards,	Windows W	ood Frames		
Cost \$ 25,000	(round to nearest dollar)	Contract Year of Proposed Work	Completion:	2015		
Description of work:	Stripped many layers of existing methods.	paint to restore original wo	odwork usi	ng gentlest		
	■ Rehabilitation/Restoration		Completed	☐ Proposed		
Building Feature: W	/indows/Walls/Ceilings					
6 000	(round to nearest dollar)	Contract Year of Proposed Work	Completion:	2015		
Description of work: Inappropriate paint (including non-adhering type) removed. re-primed and repainted, plaster spot repaired to avoid deterioration						
	■ Rehabilitation/Restoration		Completed	☐ Proposed		
			Completed	☐ Proposed		
Building Feature:	Rehabilitation/Restoration  xterior Building Surfaces - Lo	Dose Paint		□ Proposed		
Building Feature: Example 5,000	xterior Building Surfaces - Lo	DOSE Paint  Contract Year of Proposed Work	Completion:			
Building Feature: Example Cost \$ 5,000  Description of work:	xterior Building Surfaces - Lo (round to nearest dollar)  Stripped old paint and repaired lo  Rehabilitation/Restoration	DOSE Paint  Contract Year of Proposed Work  ose paint surfaces and re	Completion:			
Building Feature: Example Cost \$ 5,000  Description of work:	xterior Building Surfaces - Lo (round to nearest dollar) Stripped old paint and repaired lo	DOSE Paint  Contract Year of Proposed Work  ose paint surfaces and re	Completion: painted	2015		
Building Feature: Example 20    Cost \$5,000  Description of work:  Maintenance  Building Feature: W	xterior Building Surfaces - Lo (round to nearest dollar)  Stripped old paint and repaired lo  Rehabilitation/Restoration	Dose Paint  Contract Year of Proposed Work  ose paint surfaces and re	Completion: painted Completed	2015		

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

	■ Rehabilitation/Restoration	=	Completed	☐ Proposed
Building Feature: Fir	replace Phase I			
Cost \$ 2,000	(round to nearest dollar)	Contract Year of Proposed Work	Completion:	2015
	Entire original fireplace was covered with cleaned using gentle methods and wood			
	Rehabilitation/Restoration	=	Completed	☐ Proposed
Building Feature:	arage Concrete Flooring			
	(round to nearest dollar)	Contract Year of Proposed Work	Completion:	2015
	Lot of the concrete flooring was needed	nissing in the Garage, des	srepair corr	ected and
	Rehabilitation/Restoration		Completed	☐ Proposed
Building Feature:	ectrical			
	(round to nearest dollar)	Contract Year of Proposed Work	Completion:	2015
•	Knob and Tube Wiring replaced Panel upgraded			
☐ Maintenance <b>[</b>	Panel upgraded  Rehabilitation/Restoration		Completed	☐ Proposed
☐ Maintenance <b>[</b>	Panel upgraded  Rehabilitation/Restoration		Completed	☐ Proposed
☐ Maintenance <b>[</b>	Panel upgraded	n Plumbing		2015
☐ Maintenance E  Building Feature: 2n  Cost \$ 2,000	Panel upgraded  Rehabilitation/Restoration  d Floor Jack & Jill Bathroon	Plumbing  Contract Year of Proposed Work	Completion:	2015

### REHABILITATION/RESTORATION/MAINTENANCE PLAN

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

☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed	■ Proposed
Building Feature: Foundation Phase I		
Cost \$ 9,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2019
Description of work: Engage a licensed structural en Brace /retrofit foundation	gineer	
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed	■ Proposed
Building Feature: Windows & Outside Doors w	th Windows	
1 500	Contract Year of Proposed Work Completion:	2020
Description of work: Engage consultant to review an existing windows and outside do		repair
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed	Proposed
Building Feature: Windows- Jalousie Type (2) i	n Bathroom	
2 000	Contract Year of Proposed Work Completion:	2021
Description of work: Windows replaced with original 1	type to match rest of house	
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed	Proposed
Building Feature: Windows & Outside Doors wi	th Windows - Phase I	
Cost \$ 5,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2022
Description of work: Repaired to be fully operable an required - critical Ph I windows	d water sealed, hardware replaced/re	paired as

### REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS	s: 2251 W 20th Street, Los A	Angeles, CA 90018	
Use this form to prop maintenance, restorat of new elements. Alt specifically capture the apply to your property	ose all preservation work necessary to rel tion and replacement of historic features o hough modernization may be an importa e preservation work involved and not anyt	nabilitate the property. In this plan, include all on the property, NOT modernization, remodels ant part of your rehabilitation project, this fining else. Copy this page as necessary to incluer within work (if applicable) and continue with the co	s, or construction orm is meant to ide all items that
☐ Maintenance	Rehabilitation/Restoration	☐ Completed	Proposed
Building Feature: So	outheast Bedroom Door		
		Contract Year of Proposed Work Completion:	2028
Description of work:	Replace with original type door,	current door is out of character	
	■ Rehabilitation/Restoration	☐ Completed	Proposed
Building Feature:	indows & Outside Doors wit	h Windows - Phase II	
Cost \$ 5,000		Contract Year of Proposed Work Completion:	2028
	Repaired to be fully operable and required	d water sealed, hardware replaced/r	epaired as

☐ Maintenance ☐ Rehabilitation/Restoration

☐ Maintenance ☐ Rehabilitation/Restoration

Building Feature:

Building Feature:

Description of work: This cell intentionally left blank - please see next page

Description of work: This cell intentionally left blank - please see next page

HISTORICAL PROPERTY CONTRACT APPLICATION REVISED MARCH 2016

☐ Completed ☐ Proposed

☐ Completed ☐ Proposed

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

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

PROPERTY ADDRESS: 2251 W 2	20th Street, Los Angeles, CA 90018
----------------------------	------------------------------------

☐ Maintenance	Rehabilitation/Restoration	☐ Completed	■ Proposed
	•	- Completed	E Proposed
Building Feature:	Belgian Brick @ Front Porch		
3,000	( 1	Contract Year of Proposed Work Completion:	2029
Cost \$	(round to nearest dollar)	Contract Year of Proposed Work Completion:	
Description of wor	k:		
	Brick to be stripped of paint and	reinforced where necessary	
☐ Maintenance		☐ Completed	Proposed
Ruilding Foature:	Nood floors repaired		
			0000
Cost \$ 5,000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2029
D 111 6			
Description of wor	к:		
☐ Maintenance	■ Rehabilitation/Restoration	☐ Completed	■ Proposed
			•
Building Feature:			
Cost \$	(round to nearest dollar)	Contract Year of Proposed Work Completion:	
•	,		
Description of wor	k:		
☐ Maintenance	Rehabilitation/Restoration	☐ Completed	■ Proposed
□ Maintenance	E Renabilitation/Restoration	□ Completed	= rioposea
Building Feature:			
<b>.</b>			
COST \$	(round to nearest dollar)	Contract Year of Proposed Work Completion:	
Description of wor	k:		

#### 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.
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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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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.)	
betwee	GREEMENT is made and entered into this day of  I the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the component of the	as the "City") and
	NAME OF EACH OWNER AS LISTED ON TITLE)	strie Owner j.
	WITNESSETH:	
(i)	California Government Code Sections 50280, et seq. authorize cities to enter the owners of qualified historical properties to provide for the use, maintena of such historical properties so as to retain their characteristics as properties.	nce and restoration
(ii)	Owner possesses fee title in and to that certain real property, together with a	and located 90007, I description of the red to as the "Plan")

(iii)	On	n/a		<u>n/</u>	<u>′a</u> : (	a) the	City	Council	of the	City of	Los A	۱ngeles
	declared	d the Prope	rty Historic-Cultu	ıral Mo	onume	nt No.	n/a	purs	uant t	o Section 2	22.17	1.10 of
	the Los	Angeles A	dministrative Co	ode (	Council	File I	No. <u>n</u>	/a	_ n/a	<u> </u>	or, (	(b) The
	Property	/ was	determined	to	be	а	Con	tributing	St	ructure	to	the
	<u> </u>	Jniversity Par	k	_ Hist	oric P	reserv	ation	Overlay	Zone	pursuant	to S	Section
	12.20.3	of the Los A	ngeles Municipa	al Code	<u>.</u>							

(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	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:

y:			<u> </u>
Deputy			Date
y:			
VINCENT P. BERTONI, AICP, Direct	ctor of Plann	ing	Date
	By:	Cam Sam C	
	Sy.	Owner Signature*	
		Jose Elmer Cedillos	
		Print Name	Date
	By:		
	•	Owner Signature*	
		Print Name	Date
	By:		
	,	Owner Signature*	
		Print Name	Date
PPROVED AS TO FORM NICHAEL N. FEUER, City Attorney			
y:			

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

# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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 (Here insert name and title of the officer)
personally appeared JOSE ELMER CE	EDILLOS ,
name(s)(s)are subscribed to the within he)she/they executed the same in his/h	factory evidence to be the person(s) whose instrument and acknowledged to me that er/their authorized capacity(ies), and that by ent the person(s), or the entity upon behalf of e instrument.
I certify under PENALTY OF PERJURY the foregoing paragraph is true and cor	under the laws of the State of California that rect.
WITHESS my hand and official seal.	SALVADOR ORTEGA MURILLO COMM. #2125031 NOTARY PUBLIC • CALIFORNIA CLOS ANGELES COUNTY Comm. Exp. SEPT. 24, 2019
Notary Public Signature (N	otary Public Seal)
ADDITIONAL OPTIONAL INFORMAT	INSTRUCTIONS FOR COMPLETING THIS FORM This form complies with current California statutes regarding notary wording and.
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
Historical Property Contract	as the wording does not require the California notary to violate California notary 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.      Determination must be the data that the improve a property of the state of th
(Title or description of attached document continued)	<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> </ul>
Number of Pages 6 Document Date 04/30/2016	<ul> <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	Indicate the correct singular or plural forms by crossing off incorrect forms (i.e.
☑ Individual (s)	he/she/they, is /are ) or circling the correct forms. Failure to correctly indicate this 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 sufficient area permits, otherwise complete a different acknowledgment form.
(Title) □ Partner(s)	Signature of the notary public must match the signature on file with the office of
☐ Attorney-in-Fact	the county clerk.  Additional information is not required but could help to ensure this
Trustee(s)	<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>
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>
L	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

# 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 Angeles, CA 90007 HOME TELEPHONE: \_\_\_\_\_\_ WORK TELEPHONE: (818) 424-5484 MOBILE TELEPHONE: (818) 424-5484 ALTERNATE TELEPHONE: (626) 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): 5124 - 013 - 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/ 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? No 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: \_\_\_ ■ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ) HPOZ NAME: University Park HISTORIC PROPERTY NAME: Weir House ORIGINAL CONSTRUCTION DATE: 1986 1896 ARCHITECT(s): not available ARCHITECTURAL STYLE: not available I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL 2-8-3016 OWNER SIGNATURE DATE **OWNER SIGNATURE** DATE Elmer Cedillos

**EXHIBIT "A"** 

PRINT NAME

PRINT NAME

**Revised November 2015** 

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

☐ Maintenance ■ Rehabilitation/Restoration	■ Completed	☐ Proposed
Building Feature: Hire structural engineer		
	Contract Year of Proposed Work Completion:	2014
Description of work: install lawn add additional trees a hedge inside the front fence		
☐ Maintenance ■ Rehabilitation/Restoration	☐ Completed	Proposed
Building Feature: foundation and supporti	ng beams	······································
Cost \$2,400 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2014
Description of work: repair damaged foundation mak beams	e house level repair and replace sup	porting
☐ Maintenance ☐ Rehabilitation/Restoration	■ Completed	☐ Proposed
Building Feature: EQ retrofit		
Cost \$3,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2014
Description of work: attach the wood frame house to	the foundation per code	
☐ Maintenance ☐ Rehabilitation/Restoration	■ Completed	☐ Proposed
Building Feature: Framing and interior floor	ors	,
Cost \$ 14,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2014
Description of work: repair and replace water damage	ed framing and original subfloors	

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

☐ Maintenance ☐ Rehabilitation/Restoration	■ Completed □ Proposed
Building Feature: Hire S	Structural Engineer
Cost \$4,000 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2014
Description of work: To assess the house and det by water, age, neglect and ur	termine corrections to damage to the building done
☐ Maintenance ☐ Rehabilitation/Restoration	■ Completed □ Proposed
Building Feature: Reinforce foundation	and level the sagging house
Cost \$2,400 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2014
Description of work: Repair and reinforce foundati beams under the house that I	ion and repair and replace as necessary supporting had been water damaged
☐ Maintenance ☐ Rehabilitation/Restoration	■ Completed □ Proposed
Building Feature: EQ retrofit	
Cost \$3,000 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2014
Description of work: to attach the wood frame house	se to the foundation
☐ Maintenance	<b>⊠</b> Completed □ Proposed
Building Feature: Framing and interior f	loors
Cost \$ 14,000 (round to nearest dollar)	2017
Description of work: repair and replace as necess	ary water damaged framing, subfloors and floors

#### REHABILITATION/RESTORATION/MAINTENANCE PLAN

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

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed	☐ Proposed
	- Proposed
Building Feature: Windows	
Cost \$ 8,950 (round to nearest dollar) Contract Year of Proposed Work Completion:	2015
Description of work: replace in appropriate glass, repair and replace broken windows, repair and replace interior and exterior window frames and trim	air, restore,
☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed	☐ Proposed
Building Feature: Interior Walls	
Cost \$ 9,500 (round to nearest dollar) Contract Year of Proposed Work Completion:	2015
Description of work: repair and replace interior walls that had been damaged by water, ne leveling the house flooring	
☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed	☐ Proposed
Building Feature: Roof	
Cost \$ 10,650 (round to nearest dollar) Contract Year of Proposed Work Completion:	2015
Description of work: repair damaged framing, replace plywood and apply HPOZ approved the house	shingles to
☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed	☐ Proposed
Building Feature: Exterior siding and trim	
Cost \$ 5,000 (round to nearest dollar) Contract Year of Proposed Work Completion:	2015
Description of work: sand and fill wood then paint in colors that had been approved by the	HPOZ

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

☐ Maintenance ■ Rehabilitation/Restoration	<b>⊠</b> Completed	☐ Proposed
Building Feature: Remove unpermitted a	additions and alterations	
Cost \$4,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2015
Description of work: remove unpermitted exterior statement alterations to the second floor		
☐ Maintenance ☐ Rehabilitation/Restoration	■ Completed	☐ Proposed
Building Feature: Electrical, plumbing and	d heating repair and repla	cement
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	and non code electrical plumbing and	d heating
☐ Maintenance ☐ Rehabilitation/Restoration	<b>■</b> Completed	☐ 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 whice	g Create replacement siding that exact hwas discovered under modern sidin	•
☐ Maintenance ■ Rehabilitation/Restoration	■ Completed	☐ Proposed
Building Feature: Water sealing and insul	ation	
<i>1</i> 500	Contract Year of Proposed Work Completion:	2015
Description of work: make sure the house is water tig of the wood and remove asbest	ght to prevent future water damage ar os insulation to replace with new	nd warping

#### REHABILITATION/RESTORATION/MAINTENANCE PLAN

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

☐ 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	• •	nly the sub
☐ Maintenance ☐ Rehabilitation/Restoration	<b>⊟</b> Completed	☐ 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 locat during the illegal alteration by the	ion as the original stairs that had been re previous owner build railings and approp	
☐ Maintenance ☐ Rehabilitation/Restoration	<b>■</b> Completed	☐ Proposed
□ Maintenance	<b>■</b> Completed	☐ Proposed
		Proposed
Building Feature: Kitchen cabinets  Cost \$ 15,800 (round to nearest dollar)  Description of work: Remove non original cabinets and	Contract Year of Proposed Work Completion:	2015 or that was
Building Feature: Kitchen cabinets  Cost \$ 15,800 (round to nearest dollar)  Description of work: Remove non original cabinets and found in the wall duplicated to male	Contract Year of Proposed Work Completion:	2015 or that was
Building Feature: Kitchen cabinets  Cost \$ 15,800 (round to nearest dollar)  Description of work: Remove non original cabinets and found in the wall duplicated to make	Contract Year of Proposed Work Completion:	2015 or that was
Building Feature: Kitchen cabinets  Cost \$ 15,800 (round to nearest dollar)  Description of work: Remove non original cabinets and found in the wall duplicated to male	Contract Year of Proposed Work Completion:  I counters Have the 1 original cabinet do ce new cabinets and counter tops were in the completed	2015 or that was
Building Feature: Kitchen cabinets  Cost \$ 15,800 (round to nearest dollar)  Description of work: Remove non original cabinets and found in the wall duplicated to male and the suilding Feature: Interior painting	Contract Year of Proposed Work Completion:  Counters Have the 1 original cabinet do ce new cabinets and counter tops were in Completed  Contract Year of Proposed Work Completion:	2015 or that was nstalled  Proposed

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

·	mpleted		Proposed
Building Feature: Interior woodwork			
Cost \$8,000 (round to nearest dollar) Contract Year of Proposed Work Contract Year Of Propose	mpletion:	20	16
Description of work: restore and repair original baseboards and 9 original doors			
	mpleted		Proposed
Building Feature: appliances			
Cost \$ 11,000 (round to nearest dollar) Contract Year of Proposed Work Contract Year Of Propo	mpletion:	20	16
Description of work: replace damaged non working appliances			
•	mpleted		Proposed
Building Feature: Bathrooms			
Cost \$ 16,800 (round to nearest dollar) Contract Year of Proposed Work Contract Year Of Propo	mpletion:	20	16
Description of work: Remove damaged fixtures and cabinets and replace tile work restore 1 original period bathtub for master bath	in 3 bath	nroo	ms and
	mpleted		Proposed
Building Feature: Front porch			
Cost \$5,100 (round to nearest dollar) Contract Year of Proposed Work Contract Year Of Propose	mpletion: ᢩ	20	18
Description of work: repair and replace wood floors and siding on porch (complete appropriate handrails for stairs (proposed)	ed) locate	and	d install

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

☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed		Proposed
Building Feature: Fence			
Cost \$ 6,500 (round to nearest dollar) Contract Year of Propose	ed Work Completion:	20	18
Description of work: remove existing chain link fence and gate and replace approved by the HPOZ this will be a wrought iron fer		nd g	ate
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed		Proposed
Building Feature: Back stair railings			
Cost \$ 3,000 (round to nearest dollar) Contract Year of Propose	ed Work Completion:	20	19
Description of work: install appropriate stair rails at each to 2 existing stai	rs at rear of hou	se	
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed		Proposed
Garage			
Building Feature:			
Building Feature: Garage  Cost \$ 15,000 (round to nearest dollar) Contract Year of Propose	d Work Completion:	20	20
	to existing garag		
Cost \$ 15,000 (round to nearest dollar) Contract Year of Propose  Description of work: repair and replace water damaged wood and plaster siding to match house and add a new roof paint to match house and ho	to existing garag	je, a <sub>l</sub>	
Cost \$ 15,000 (round to nearest dollar) Contract Year of Propose  Description of work: repair and replace water damaged wood and plaster siding to match house and add a new roof paint to match house and ho	to existing garagatch house	je, a <sub>l</sub>	pply
Cost \$ 15,000 (round to nearest dollar) Contract Year of Propose  Description of work: repair and replace water damaged wood and plaster siding to match house and add a new roof paint to match	to existing garagatch house	ge, a	pply Proposed
Cost \$ 15,000 (round to nearest dollar) Contract Year of Propose  Description of work: repair and replace water damaged wood and plaster siding to match house and add a new roof paint to match house and house and house and house and house and hou	to existing garagatch house   Completed  d Work Completion:	ge, a	Proposed

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

■ Maintenance □ Rehabilitation/Restoration	☐ Completed 🖼 Propo	osed
Building Feature: Landscaping		
Cost \$ unknown (round to nearest dollar)	Contract Year of Proposed Work Completion: 2024	
Description of work: install lawn add additional trees a hedge inside the front fence		stall
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed 📓 Propo	osed
Building Feature: interior moldings		
Cost \$ unknown (round to nearest dollar)	Contract Year of Proposed Work Completion: 2024	
Description of work: make interior crown molding to n	natch original undamaged pieces	
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed <b>屬</b> Propo	osed
□ Maintenance ■ Rehabilitation/Restoration  Building Feature: interior crystal door kno	•	osed
	•	osed
Building Feature: interior crystal door kno	bs and fittings  Contract Year of Proposed Work Completion: 2024	
Building Feature: interior crystal door kno cost \$3,150 (round to nearest dollar)	bs and fittings  Contract Year of Proposed Work Completion: 2024	
Building Feature: interior crystal door knot cost \$3,150 (round to nearest dollar)  Description of work: obtain crystal interior door knobs  Maintenance Rehabilitation/Restoration	bs and fittings  Contract Year of Proposed Work Completion: 2024  and mechanisms to match original for 9 doors  Completed Proposed	rs
Building Feature: interior crystal door knot cost \$3,150 (round to nearest dollar)  Description of work: obtain crystal interior door knobs	bs and fittings  Contract Year of Proposed Work Completion: 2024  and mechanisms to match original for 9 doors  Completed Proposed	rs
Building Feature: interior crystal door knot cost \$3,150 (round to nearest dollar)  Description of work: obtain crystal interior door knobs  Maintenance Rehabilitation/Restoration	bs and fittings  Contract Year of Proposed Work Completion: 2024  and mechanisms to match original for 9 doors  Completed Proposed Proposed Completed Proposed Propos	rs
Building Feature: interior crystal door knot cost \$3,150 (round to nearest dollar)  Description of work: obtain crystal interior door knobs  Maintenance Rehabilitation/Restoration  Building Feature: window metal interior fire	bs and fittings  Contract Year of Proposed Work Completion: 2024  and mechanisms to match original for 9 doors  Completed Proposed Mork Completed Proposed Service Ser	ss osed

#### 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.

HISTORICAL PROPERTY CONTRACT APPLICATION REVISED MARCH 2016

**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

	Joel G. Delman	
	Mika R. Holkeboer	
	(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	
	2176 West 24th Street	
	(L.A.M.C. SECTIONS 19.140, et seq.)	
TILLE A		2016 have d
THIS AC	GREEMENT is made and entered into this day of	2016, by and
	en the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to	
	Delman and Mika R. Holkeboer (hereinafter referred to as	•
(PRINT	NAME OF EACH OWNER AS LISTED ON TITLE}	
	WITNESSETH:	
(i)	California Government Code Sections 50280, et seq. authorize cities to enter the owners of qualified historical properties to provide for the use, maintenar of such historical properties so as to retain their characteristics as prop significance.	nce and restoration
(ii)	Owner possesses fee title in and to that certain real property, together with as and improvements thereon, commonly known as the Perkins Residence at the street address 2176 West 24th Street , Los Angeles, California	and located
	(hereinafter such property shall be referred to as the "Property"). A legal Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referrefor the Property is attached hereto, marked as <b>Exhibit "A"</b> , and is incorpor reference.	description of the ed to as the "Plan")

- (iii) On December 2 2003 : (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 ); or, (b) The determined Contributing Property to be was a Structure the West Adams Terrace Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.
- (iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

#### 1. Effective Date and Term of Agreement.

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

#### 2. Renewal.

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

#### 3. Standards for Historical Property.

During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:

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

- regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.
- **c.** Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

#### 4. Provision of Information of Compliance.

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

#### 5. Cancellation.

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

#### 6. Enforcement of Agreement.

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

are available to the City to pursue in the event that there is a breach of this Agreement. No waiver of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

#### 7. Binding Effect of Agreement.

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

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

#### 8. Notice.

To City:

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.

Los Angeles Department of City Planning

,		200 North Spring Street, Room 559 Los Angeles, California 90012 Attn: Historical Property Contracts Manager		
To Owner:	Name	Joel G. Delman and Mika R. Holkeboer		
	Address	2176 West 24th Street		
		Los Angeles, CA 90018		

#### 9. General Provisions.

a. None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors or assigns, nor

- shall such terms, provisions or conditions cause them to be considered joint venturers or members of any joint enterprise.
- b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.
- **c.** All of the agreements, rights, covenants, reservations and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Property, whether by operation of law or in any manner whatsoever.
- d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.
- e. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be effected thereby.
- **f.** This Agreement shall be construed and governed in accordance with the laws of the State of California.

#### 10. Recordation.

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

#### 11. Amendments.

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

#### **12.** Fees.

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

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

THE CITY OF LOS ANGELES, a municipal corporation:

Deputy			Date
VINCENT P. BERTONI, AICP, Director of	Planning		Dat
	1/1		
	By:	*	
	Owner Signatu		1001.
	Joel G. Delm	6	125/16
	Print Name		' Da
	Ву:		
	Owner Signaru		/
	Mika R. Molk	ceboer	6/23
	Print Name		/ Øa
	Ву:		
	Owner Signatu	ıre*	
	Print Name		Da
OVED AS TO FORM AEL N. FEUER, City Attorney			
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
ty City Attorney, Office of the City Attorney			

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

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	acles		
County of 65 Ha	Jue!	~	
on 06/23/201	6 before me, Ocu	ing H. bern	( No king public)
	(ins	ert name and title of the	e officer)
personally appeared who proved to me on the ba	el G. Delma	N & MIKA	R. Holke Boer
who proved to me on the ba	sis of satisfactory evidence	to be the person(s) who	ose name(s) is/are
subscribed to the within instr	rument and acknowledged t	o me that he/she/they e	executed the same in
his/hef/their authorized capa			
person(s), or the entity upon			
	•		

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

WITNESS my hand and official seal.

Signature

SEUNG H. KIM KOMM. #2017595 TO NOTARY PUBLIC • CALIFORNIA TO LOS ANGELES COUNTY MY Comm Expires APR 5, 2017

# HISTORICAL PROPERTY CONTRACT APPLICATION FORM

# OWNER INFORMATION

PROPERTY ADDRESS: 2176 West 24th Street Los Angeles,	CA 90018		######################################	
OWNER(S) OF PROPERTY: Joel G. Delman and Mika R. Holk	eboer			
OWNER(s) MAILING ADDRESS: 2176 West 24th Street Los	Angeles, CA 90018		17943444	
Home Telephone:	_ Work Telephon	NE: <u>(310) 601-7</u>	167	
Mobile Telephone: <u>(773)</u> 517-1862	_ ALTERNATE TELE	PHONE:		
OWNER(s) EMAIL: joeldelman@mac.com	_ ALTERNATE EMA	ու։ <u>joel.delman</u>	@pdt.com	
PROPERTY INFORMATION				
Legal Description: Ткаст: <u>Kinney Heights Tract</u>	Вьоск: 4	Lот: <u>8</u>	ARB: None	
Assessor Identification Number (AIN): 5058 - 006	- 006	Coun	ICIL DISTRICT NO.: 10	
PROPERTY PURCHASE DATE: 7/31/2015 Mos	T RECENT ASSESSED	VALUE: \$1,350,0	00.00	
OWNER OCCUPIED: • YES NO USE: • SING	le-Family Dwelling	Multi-Fam	iily/ Commercial/ Industr	RIAL
ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CI			• YES	NA
Taxes on all property owned within the City of Los An	GELES ARE PAID TO	DATE?	• YES	No
ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM TH BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPAR		ARTMENT OF	YES •	No
HISTORICAL SIGNIFICANCE				
HISTORIC-CULTURAL MONUMENT (HCM)				
HCM NUMBER: HCM NAME:				
CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY	ZONE (HPOZ)			
HPOZ NAME: West Adams Terrace	HISTORIC PROPERTY	NAME: John I.	Perkins Residence	
ORIGINAL CONSTRUCTION DATE: 1909	RCHITECT(S): Hunt	, Burns and Eag	er	
ARCHITECTURAL STYLE: Arts & Crafts Bungalow		deren er	The second secon	··-
AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY D	ESCRIBED ABOVE AN	ND HEREBY APPL	Y FOR AN HISTORICAL	
PROPERTY CONTRACT.  2/29/16	Mh Ista		2/29/1	6
Owner Signature Date	OWNER SIGNATU	RE	i ii Date	
Joel G. Delman	Mika R. Holkeb	oer		
PRINT NAME	PRINT NAME			

EXHIBIT "A"

#### REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 2176 West 24th Street
---

■ Maintenance   □ Rehabilitation/Restoration     ■ Complete	d □ Proposed
Building Feature: Entire property	
Cost \$ 1,000 (round to nearest dollar) Contract Year of Proposed Work Completion	n: <u>2015</u>
Description of work: Initial complete structure and property inspection, including systems	}
☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed	d □ Proposed
Building Feature: Electric	
Cost \$ (round to nearest dollar) Contract Year of Proposed Work Completion	2015
Description of work: Rewire entire house	
☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed	I □ Proposed
Building Feature: Interior walls, patch and paint	
Cost \$ 11,000 (round to nearest dollar) Contract Year of Proposed Work Completion	n: <u>2015</u>
Description of work:	
■ Maintenance □ Rehabilitation/Restoration ■ Completed	I □ Proposed
Building Feature: Rear yard fountain	
Cost \$ (round to nearest dollar) Contract Year of Proposed Work Completion	2016
Description of work: Repair fountain redo all plumbing, repair motor, install new pump	filttion

PROPERTY ADDRE	ESS: 2176 West 24th Street			
maintenance, resto of new elements. A specifically capture apply to your prope	ration and replacement of historic features Although modernization may be an import the preservation work involved and not any	habilitate the property. In this plan, include all on the property, NOT modernization, remodels ant part of your rehabilitation project, this for thing else. Copy this page as necessary to incluse servation work (if applicable) and continue with ity.	, or co orm is de all	onstruction meant to items that
☐ Maintenance	Rehabilitation/Restoration	☐ Completed		Proposed
Building Feature:	oundation			
	(round to nearest dollar)	Contract Year of Proposed Work Completion:	20	16
Description of wor	k: Engage structural engineer with hist existing brick foundation and make in future work (evaluation cost includes	oric preservation experience to inspect ar recommendations with an implementation s chimneys, below)	nd ev sche	aluate edule for
☐ Maintenance	Rehabilitation/Restoration	☐ Completed		Proposed
Building Feature:	Chimneys			
_	(round to nearest dollar)	Contract Year of Proposed Work Completion:	201	16
Description of wor	k: Engage structural engineer with histo existing brick chimneys and make red future work; either rebuild OR reline/r	ric preservation experience to inspect and commendations with an implementation scl	evalu	uate
☐ Maintenance	Rehabilitation/Restoration	☐ Completed		Proposed
Building Feature:	andscape and drainage			
	st. (round to nearest dollar)	Contract Year of Proposed Work Completion:	201	16
Description of wor	k:Engage a landscape architect to prepare and water intrusion issues PLUS replace native/drought-tolerant plantings	a comprehensive landscape plan to resolve s		
☐ Maintenance	Rehabilitation/Restoration	☐ Completed		Proposed
Building Feature:	Chimneys			_
Cost \$ 4,000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	201	7
Description of wor	k: Re-support bases of both firepla	ces in crawl space with fireproof stru	cture	es:

PROPERTY ADDRESS: 2176 West 24th Street	
Use this form to propose all preservation work necessary to rehabilitate the property of new elements. Although modernization may be an important part of yo specifically capture the preservation work involved and not anything else. Cop apply to your property. Begin by listing recently completed preservation work to complete within the next ten years arranging in order of priority.	y, NOT modernization, remodels, or construction ur rehabilitation project, this form is meant the younge as necessary to include all items the
☐ Maintenance ■ Rehabilitation/Restoration	☐ Completed ■ Proposed
Building Feature: Porches	
2 500	r of Proposed Work Completion: 2017
Description of work: Engage materials conservator to evaluate front at pavers) to determine how to restore tiles and mor in-fill replacement tiles.	nd rear porch "Ironspot" tiles (original tar and, if feasible, source appropriate
☐ Maintenance	☐ Completed 🗏 Proposed
Building Feature: Exterior	
4 000	of Proposed Work Completion: 2017
Description of work: Exterior masonry brick walls are cracked in deteriorated, and this needs repair (likely re-	
☐ Maintenance	☐ Completed 📦 Proposed
Building Feature: Chimneys	
	of Proposed Work Completion: 2017
Description of work: Chimneys appear to be sandblasted; inspector recomm water-absorption (implementation of this would be deter	ends treatment with a sealer to prevent
☐ Maintenance ■ Rehabilitation/Restoration	☐ Completed 🗏 Proposed
Building Feature: Insulation	
10.000	of Proposed Work Completion: 2017
Description of work: Remove remnants of prior insulation and foi basement	l in attic, re-insulate attic and insulate

PROPERTY ADDRESS: 2176 West 24th Street				
Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of maintenance, restoration and replacement of historic features on the property, NOT modernization, remodels, or of new elements. Although modernization may be an important part of your rehabilitation project, this form specifically capture the preservation work involved and not anything else. Copy this page as necessary to include apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with we to complete within the next ten years arranging in order of priority.	r construction n is meant to all items that			
	Proposed			
Building Feature: Landscaping				
Cost \$ 15-20,000 (round to nearest dollar) Contract Year of Proposed Work Completion:	2017			
Description of work: Replace current garden plantings (not all) with native and drought-tolerant plantings; address drainage issues at same time				
☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed	■ Proposed			
Building Feature: Foundation				
	.018			
Description of work: Replace brick foundation with concrete, bolted and shear walls installed, with paid to historical requirements, per structural engineer's design and calculating				
	■ Proposed			
Building Feature: Porches				
Cost \$ 20,000 (round to nearest dollar) Contract Year of Proposed Work Completion:	019			
Description of work: Repair front and rear porches and steps' structure; repair (and selective replace, if feasible and only as necessary) original "Ironspot" tiles				
☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed	Proposed			
Building Feature: Chimney (west)				
	019			
Description of work: Replace west elevation chimney servicing two fireplaces above the throat area, per struct engineer's evaluation and plans, salvaging exterior bricks & saw-cutting them in half. Reliched chimney/fireplaces (butter mortar is failing in some sections) to restore flue integrity.				

PROPERTY ADDRESS: 2176 West 24th Street				
Use this form to propose all preservation work necessary to re maintenance, restoration and replacement of historic features of new elements. Although modernization may be an import specifically capture the preservation work involved and not any apply to your property. Begin by listing recently completed presto complete within the next ten years arranging in order of prior	on the property, <u>NOT modernization, remodels,</u> ant part of your rehabilitation project, this for thing else. Copy this page as necessary to include servation work (if applicable) and continue with	or co rm is de all i	nstruction meant to items that	
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed		Proposed	
Building Feature: Chimney (east)				
Cost \$ 35,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	202	20	
	icing two fireplaces above the throat area, paging exterior bricks & saw-cutting them in mortar is failing in some sections) to restore	halt.	Reline	
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed		Proposed	
Building Feature: Dining room fireplace heartl	1			
Cost \$ 5,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	202	0	
Description of work: Replace broken original green Gruby art tiles with same; place new gas valve in proper location, in conjunction with the relining of the chimney				
■ Maintenance □ Rehabilitation/Restoration	☐ Completed		Proposed	
Building Feature: Roof  Cost \$ 1,200 (round to nearest dollar)	Contract Year of Proposed Work Completion:	202	0	
Description of work: Engage licensed roofer to evaluate remaining useful life of roof, and to do repairs, if/as necessary				
■ Maintenance □ Rehabilitation/Restoration  Building Feature:	☐ Completed	<u></u>	Proposed	
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:	202	2	
Description of work: Useful life of existing HVAC systems in home and rear structure will expire; replace all systems				

PROPERTY ADDRESS: 2176 West 24th Street			
Use this form to propose all preservation work necessary to re maintenance, restoration and replacement of historic features of new elements. Although modernization may be an import specifically capture the preservation work involved and not any apply to your property. Begin by listing recently completed presto complete within the next ten years arranging in order of prior	on the property, <u>NOT modernization, remodels,</u> ant part of your rehabilitation project, this fo thing else. Copy this page as necessary to incluservation work (if applicable) and continue with	or co orm is de all	onstruction meant to items that
■ Maintenance □ Rehabilitation/Restoration	☐ Completed		Proposed
Building Feature: Interior walls			
Cost \$ 15,000 (round to nearest dollar)  Description of work: Repaint interior	Contract Year of Proposed Work Completion:	202	22
■ Maintenance □ Rehabilitation/Restoration  Building Feature: Interior hardwood floors	☐ Completed		Proposed
Cost \$ 15,000 (round to nearest dollar)  Description of work: Refinish wood floors	Contract Year of Proposed Work Completion:	202	22
☐ Maintenance ☐ Rehabilitation/Restoration  Building Feature: Roof	☐ Completed		Proposed
Cost \$ 45,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	202	23
Description of work: Roof was replaced in 1990; useful and rear structure (if needed; sol	ul life is 30 years – replace roof on m ar on rear would be replaced at same		
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed		Proposed
Building Feature: Exterior paint			
Cost \$ 32,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	202	24
Description of work: Repaint exterior of house (following proper lead certification requirements)			

#### 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.

HISTORICAL PROPERTY CONTRACT APPLICATION
REVISED MARCH 2016

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

reference.

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.)	
	(L.A.IVI.C. SECTIONS 15.140, et seq.)	
betwee Frank	GREEMENT is made and entered into this day of	as the "City") and
(PRINT	NAME OF EACH OWNER AS LISTED ON TITLE)	
	WITNESSETH:	
(i)	California Government Code Sections 50280, et seq. authorize cities to enter the owners of qualified historical properties to provide for the use, maintenar of such historical properties so as to retain their characteristics as prop significance.	nce and restoration
(ii)	Owner possesses fee title in and to that certain real property, together with as and improvements thereon, commonly known as the <u>Contributing Property</u> at the street address <u>518 N. Avenue 53</u> , Los Angeles, California (hereinafter such property shall be referred to as the "Property"). A legal Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred)	and located 90042 description of the

for the Property is attached hereto, marked as Exhibit "A", and is incorporated herein by this

- (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 the Los Angeles Administrative Code (Council File No. NA -NA Property determined to be was а Contributing Structure Highland Park-Garvanza Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.
- (iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

#### 1. Effective Date and Term of Agreement.

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

#### 2. Renewal.

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

#### 3. Standards for Historical Property.

During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:

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

- regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.
- c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

#### 4. Provision of Information of Compliance.

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

#### 5. Cancellation.

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

#### 6. Enforcement of Agreement.

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

are available to the City to pursue in the event that there is a breach of this Agreement. No waiver of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

#### 7. Binding Effect of Agreement.

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

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

#### 8. Notice.

Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto.

To City:		Los Angeles Department of City Planning 200 North Spring Street, Room 559 Los Angeles, California 90012 Attn: Historical Property Contracts Manager		
To Owner:	Name	Frank O. Sotomayor and Teresa Sotomayor		
	Address	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 Date VINCENT P. BERTONI, AICP, Director of Planning Date By: Owner Signature\* Print Name Date By: Owner Signature\* Print Name Date **APPROVED AS TO FORM** MICHAEL N. FEUER, City Attorney

Deputy City Attorney, Office of the City Attorney

Date

<sup>\*</sup> 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

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

THE CITY OF LOS ANGELES, a municipal corporation:

8			
Deputy			Date
:	ector of Plann	ing	Date
	Вү:	Frank O. Soto Owner Signature* TRuste Frank O. Sotom FRANK D. Print Name	mayor
		Owner Signature* TRuste Frank O. Sotom	e of the ayon 200
		FRANK D.	50tomay
		Print Name	Dat
	Ву:		
		Owner Signature*	
		Print Name	Date
	D		
	By:	Owner Signature*	
		Print Name	Date
PROVED AS TO FORM			
CHAEL N. FEUER, City Attorney			

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



# All-Purpose Acknowledgement

State of ARIZONA	
County of PIMA	
On 05/27/2016, FRANK O SOTOMAYOR	, <u>N/A</u>
personally appeared before me, MIGDELIN	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.
OFFICIAL SEAL MIGDELINA LOEBE NOTARY PUBLIC-ARIZONA PIMA COUNTY My Comm. Exp. Sept. 14, 2019	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  Signature of Notary Public
Place notary seal above	7
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: 518 N. Avenue 53, Los Angeles CA 90042 OWNER(S) OF PROPERTY: Teresa Sotomavor

OWNER(3) OF PROPERTY. Teresa soconia ye	<del>/</del>					
OWNER(S) MAILING ADDRESS: 518 N. Aven	iue 53 Los Ange	les CA 90042				
Home Telephone:		Work Telephone: _	- 11-11-11-11-11-11-11-11-11-11-11-11-11		****	
MOBILE TELEPHONE: 323 397- 7545		ALTERNATE TELEPHONE:				
OWNER(s) EMAIL: missteresasotomayor@						
PROPERTY INFORMATION						
Legal Description: TRACT: Hamilton Terrac	ce	BLOCK: Avenue 53 Lo	OT: NE of 51 AR	B: <u>23</u>		
Assessor Identification Number (AIN): 54	<u>69</u> - <u>023</u>	- 023	COUNCIL DISTI	RICT NO.: <u>01</u>		
PROPERTY PURCHASE DATE: 09/2006	Mos	r Recent Assessed Valu	e: <u>476,000</u>			
OWNER OCCUPIED: YES • NO	USE: SING	LE-FAMILY DWELLING	Multi-Family/ Com	MERCIAL/ IND	USTRIAL	
ADDRESSES FOR ALL OTHER PROPERTY OWNE SEPARATE SHEET OF PAPER, LABELED "ATTACK				() YES	<ul><li>NA</li></ul>	
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		annangananan ngarangan ngarangan ngarangan ngarangan ngarangan ngarangan ngarangan ngarangan ngarangan ngarang				
HISTORIC-CULTURAL MONUMENT (HCN	<b>1</b> )					
HCM NUMBER: HCM NAM	E:				···	
CONTRIBUTOR TO A HISTORIC PRESERVA	ATION OVERLAY Z	ONE (HPOZ)				
HPOZ NAME: Highland Park-Garvanz	za	HISTORIC PROPERTY NAM	1E:			
ORIGINAL CONSTRUCTION DATE: 1922						
ARCHITECTURAL STYLE: cottage		.,				
I AM (WE ARE) THE PRESENT OWNER(S) OF T	HE PROPERTY DI	ESCRIBED ABOVE AND HE	REBY APPLY FOR AN	I HISTORICAL		
PROPERTY CONTRACT.						
erom Johnson	3/1/16					
Owner Signature	DATE	OWNER SIGNATURE		ĐAT	ΓΕ	
Teresa Sotomayor	**************************************		الدائري كور المواجعة التيم		<del></del>	
PRINT NAME		PRINT NAME				

**EXHIBIT "A"** 

Revised November 2015

# REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 518 N.	Avenue 53		MARK	_	
maintenance, restoration and report of new elements. Although modespecifically capture the preservat	lacement of historic features or ernization may be an importa on work involved and not anytl listing recently completed prese	abilitate the property. In this plan in the property, <u>NOT modernization</u> int part of your rehabilitation pr thing else. Copy this page as necest pervation work (if applicable) and only.	on, remodels, oject, this fo sary to includ	or co rm is de all	nstruction meant to items that
	ation/Restoration		Completed	•	Proposed
Building Feature: Foundation  Cost \$ 2,000 (roundation)  Description of work: Inspect f	and to nearest dollar)	Contract Year of Proposed Work	Completion:	201	7
☐ Maintenance ☐ Rehabilit  Exterior  Building Feature:	ation/Restoration		Completed	•	Proposed
Cost \$5,000 (roundless properties of work: Repair of		Contract Year of Proposed Work needed	Completion:	201	8
☐ Maintenance ☐ Rehabilit  Roof  Building Feature:	ation/Restoration		Completed	•	Proposed
Cost \$2,000 (rot	nd to nearest dollar)	Contract Year of Proposed Work		201	9
☐ Maintenance ☐ Rehabilit Building Feature:	ation/Restoration		Completed	Ø	Proposed
Cost \$2,000 (roundless properties of work: Insulate a		Contract Year of Proposed Work	Completion:	202	0

# REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDR	ESS: 518 N. Avenue 53				
maintenance, resto of new elements. specifically capture apply to your prop	ropose all preservation work necessary to re ration and replacement of historic features. Although modernization may be an import the preservation work involved and not any erty. Begin by listing recently completed pre the next ten years arranging in order of prior	on the property, <u>NOT modernizati</u> ant part of your rehabilitation po thing else. Copy this page as nece servation work (if applicable) and	on, remodels, roject, this fo ssary to inclu	or co rm is de all	onstruction meant to items that
☐ Maintenance	Rehabilitation/Restoration  nteriors		Completed	▣	Proposed
	(round to nearest dollar) Survey interior water damage: R				
☐ Maintenance  Naintenance	<ul><li>Rehabilitation/Restoration</li><li>Windows/ Doors</li></ul>		Completed		Proposed
	(round to nearest dollar)	Contract Year of Proposed Work	Completion:	202	2
Description of wo	k: Remove Jalouise windows and rended	estore historical windows.	Repair do	ors	as
Maintenance     Building Feature:	☐ Rehabilitation/Restoration  Systems		Completed	•	Proposed
Cost \$ 4,000	(round to nearest dollar)	Contract Year of Proposed Work	Completion:	202	3
Description of wor	<sub>k:</sub> Inspect plumbing and electrical:	repair as necessary			
<ul><li>Maintenance</li><li>Building Feature:</li></ul>	☐ Rehabilitation/Restoration		Completed	•	Proposed
Cost \$	(round to nearest dollar)	Contract Year of Proposed Work	Completion:	202	4
Description of wo	<sub>k:</sub> Trim overhanging trees, clean go drainage	utters, repair concrete as n	eeded and	ado	Iress

#### 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"

HISTORICAL PROPERTY CONTRACT APPLICATION REVISED MARCH 2016

**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 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 (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: California Government Code Sections 50280, et seg. authorize cities to enter into contracts with (i) 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. Owner possesses fee title in and to that certain real property, together with associated structures Contributing Property and improvements thereon, commonly known as the and located 6663 Bonair Place , Los Angeles, California at the street address 90068 (hereinafter such property shall be referred to as the "Property"). A legal description of the

Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this

reference.

- (iii) On NA : (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 ); or, (b) The **Property** determined be was to а Contributing Structure to 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.

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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	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.

/:				
Deputy				Date
<b>:</b>				
VINCENT P. BERTONI, AICP, Director of Pl	lanni	ng		Date
n.	By:	1		
	у.	Owner Signature*	· · · · · · · · · · · · · · · · · · ·	
		Kalman Victor Portman	6/1/2016	
		Print Name		Dat
В	y:			
		Owner Signature*		
		Print Name		Dat
В	y:			
		Owner Signature*		
		Print Name	4-8-0	Dat
PROVED AS TO FORM CHAEL N. FEUER, City Attorney				
outy City Attorney. Office of the City Attorney	·····		***************************************	Date

<sup>\*</sup> 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   KALMAN VICTOR PORTMAN
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 (he)/her/their authorized capacity(ies), and that by (he)/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.  JOON WAN KIM Commission # 2057297 Notary Public - California Los Angeles County
Signature (Seal)

# HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION				
PROPERTY ADDRESS: 6663 Bonair Place, Los A	ngeles, CA 90	0068		
OWNER(S) OF PROPERTY: Kalman Victor Portm	an			
OWNER(S) MAILING ADDRESS: 6663 Bonair Pla	ce, Los Ange	es, CA 90068		
HOME TELEPHONE: (818) 292-0647		Work Telephoni	E:	
MOBILE TELEPHONE: <u>(818)</u> 292-0647		ALTERNATE TELEPI	HONE:	
Owner(s) Email: kvport@gmail.com		ALTERNATE EMAIL	:	
PROPERTY INFORMATION		normal company of company we have the believe of	on the gay year to engineer a tree time man	
Legal Description: Ткаст: <u>3639</u>		Вьоск: <u>"None"</u>	Loт: <u>32</u>	ARB: 2
Assessor Identification Number (AIN): 5575	- 011	- 012	Council	DISTRICT NO.: 4
PROPERTY PURCHASE DATE: 6/12/2015	Most	RECENT ASSESSED V	ALUE: <u>\$799,000.(</u>	00
OWNER OCCUPIED:	SE: 🍜 SINGL	e-Family Dwelling	C MULTI-FAMILY	/ COMMERCIAL/ INDUSTRIAL
ADDRESSES FOR ALL OTHER PROPERTY OWNED W SEPARATE SHEET OF PAPER, LABELED "ATTACHME				( Ves ∩ NA
TAXES ON ALL PROPERTY OWNED WITHIN THE CIT	ry of Los And	GELES ARE PAID TO D	ATE?	• YES C NO
ARE THERE ANY OUTSTANDING ORDERS TO COM BUILDING AND SAFETY OR THE LOS ANGELES HOL			RTMENT OF	€YES € No
HISTORICAL SIGNIFICANCE	viki siyori isani isani Mesisimosisa.	gen in a service and services of the services of	e de la grande de la companya de la	
☐ HISTORIC-CULTURAL MONUMENT (HCM)				
HCM Number: HCM Name: _				
■ CONTRIBUTOR TO A HISTORIC PRESERVATION	ON OVERLAY Z	ONE (HPOZ)		
HPOZ NAME: Whitley Heights		HISTORIC PROPERTY I	Name:	
ORIGINAL CONSTRUCTION DATE: 1925	Aı	RCHITECT(S): Natha	n L. Coleman	
ARCHITECTURAL STYLE: Mediterranean Reviva	l architecture	e, Spanish Colonial F	levival architectu	ıre, American Craftsman
I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY CONTRACT.  Digitally signed by Kalman Victor Portman, o. ou.  mailsknord/pemail com. relis.  Discons Kalman Victor Portman, o. ou.  mailsknord/pemail com. relis.	, PROPERTY DE  2/28/16	SCRIBED ABOVE AND	O HEREBY APPLY F	OR AN HISTORICAL
Owner Signature	DATE	Owner Signaturi	E	DATE
Kalman Victor Portman				
PRINT NAME		PRINT NAME		

**EXHIBIT "A"** 

Revised November 2015

#### REHABILITATION/RESTORATION/MAINTENANCE PLAN

#### 6663 Bonair Place Los Angeles CA 90068 PROPERTY ADDRESS: Use this form to propose all preservation 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. ☐ Completed Proposed ☐ Maintenance ■ Rehabilitation/Restoration Lot Property Lines Building Feature:\_\_\_\_ 2017 (round to nearest dollar) Contract Year of Proposed Work Completion: Description of work: Engage surveyor to survey property to determine ownership of retaining walls behind structure, and drainage cultvert on easterly perimeter of the property. ■ Rehabilitation/Restoration ☐ Completed Proposed ☐ Maintenance Retaining Wall Building Feature: 7.500 2017 Cost \$ (round to nearest dollar) Contract Year of Proposed Work Completion: Description of work: Service original river rock retaining wall: Install reinforcing bars and wire mesh inbetween rocks. Cover the wall with sand and cement. ☐ Maintenance ■ Rehabilitation/Restoration ☐ Completed Proposed Retaining Walls **Building Feature:** 2018 10,000 (round to nearest dollar) Cost \$ Contract Year of Proposed Work Completion: Description of work: Engage structural engineer to create a long term replacement plan for river rock retaining wall. Conduct initial prelim soil study to determine required action. ☐ Maintenance Rehabilitation/Restoration ☐ Completed Proposed Retaining Walls Building Feature: 5,000 \_\_\_ (round to nearest dollar) Contract Year of Proposed Work Completion: 2018 Cost \$ Description of work: Engage attorney to advise on legal remedies if retaining walls are found to be

owned by neighboring property (as suspected) above structure.

# REHABILITATION/RESTORATION/MAINTENANCE PLAN

# 6663 Bonair Place Los Angeles CA 90068 ESS:

PROPERTY ADDRE	33.		·	
maintenance, restor of new elements. A specifically capture t apply to your prope	ation and replacement of historic features of Although modernization may be an import the preservation work involved and not any	habilitate the property. In this plan, include all on the property, NOT modernization, remodels ant part of your rehabilitation project, this fithing else. Copy this page as necessary to incluservation work (if applicable) and continue wit ity.	or corminate of the cor	onstruction s meant to I items that
	Rehabilitation/Restoration	☐ Completed		Proposed
6,500		Contract Year of Proposed Work Completion:	20	
Description of work	c Bolt residence to foundation (sie	esmic retrofit).		
	Rehabilitation/Restoration  Oundation	☐ Completed		Proposed
5,500			20	19
	(round to nearest dollar)  Repair/Restore the foundation d  foundations, southeasterly pering foundations.	Contract Year of Proposed Work Completion: eterioration in the northwesterly corn neter and half of the southerly perime	er	
Maintenance R Building Feature:	Rehabilitation/Restoration	☐ Completed	=	Proposed
12,000 Cost \$	(round to nearest dollar)	Contract Year of Proposed Work Completion:	202	20
		re/repair/ tile roof siding. Service eximage as needed.	sting	gutters,
☐ Maintenance P Building Feature:	Rehabilitation/Restoration	☐ Completed		Proposed
12,000 Cost \$	(round to nearest dollar)	Contract Year of Proposed Work Completion:	202	21
Description of work	issues due to undersized copper	erly sized copper to address water pr r piping and replace any remaining of fixtures that are removed for access	galva	

# REHABILITATION/RESTORATION/MAINTENANCE PLAN

# 6663 Bonair Place Los Angeles CA 90068

PROPERTY ADDRE	SS:		
maintenance, restor of new elements. A specifically capture t apply to your prope	ration and replacement of historic features of Although modernization may be an importa the preservation work involved and not anyt	nabilitate the property. In this plan, include all in the property, NOT modernization, remodels ant part of your rehabilitation project, this for hing else. Copy this page as necessary to inclue ervation work (if applicable) and continue with ty.	or construction orm is meant to de all items that
☐ Maintenance S Building Feature:	Rehabilitation/Restoration Subterranean Masonry (Brick) Wall	☐ Completed	Proposed
15,000 Cost \$		Contract Year of Proposed Work Completion:	2022
Description of work	Install a negative waterproofing a k: intrusion that is evident along the subterranean masonry (brick) wa	application to provide relief from moie northerly and easterly perimeter ful alls.	sture I height
☐ Maintenance V Building Feature:	Rehabilitation/Restoration Vindows	☐ Completed	■ Proposed
20.000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2023
Description of work	<sup>k:</sup> Repair/Restore 47 wood window do not shut propery. Refurbish w	s, most of which currenly leak during indow hardware.	rainfall or
Maintenance	Rehabilitation/Restoration Concrete Stairway / Planters	☐ Completed	Proposed
4,000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2024
Description of work	<sup>c:</sup> Repair and refurbish cracked con planters.	crete of 3 story exterior staircase an	d rock
☐ Maintenance G Building Feature:	■ Rehabilitation/Restoration Garage Doors	☐ Completed	■ Proposed
4,000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2026
Description of work	<sup>c:</sup> Repair and refurbish all 4 garage and fitment issues.	doors addressing dry rot, cracking,	hardware

#### REHABILITATION/RESTORATION/MAINTENANCE PLAN

# 6663 Bonair Place Los Angeles CA 90068 PROPERTY ADDRESS: Use this form to propose all preservation 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 ■ Maintenance Exterior Structure Building Feature: 2027 45,000 (round to nearest dollar) Contract Year of Proposed Work Completion: Cost \$ Description of work: Repair cracked stucco, repair damaged wood trim, and seal and repaint entire 3 story structure (front, sides, and rear). ☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed Building Feature:\_\_\_\_\_ Contract Year of Proposed Work Completion: Cost \$ (round to nearest dollar) Description of work: ■ Rehabilitation/Restoration ☐ Completed ☐ Proposed Maintenance Building Feature: Cost \$ (round to nearest dollar) Contract Year of Proposed Work Completion: Description of work: Repair and refurbish cracked concrete of 3 story exterior staircase and rock planters. ☐ 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

	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.)
THIS AG	GREEMENT is made and entered into this day of 2016, by and
betwee 5Ten Sou	n the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and the Broadway 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 structure and improvements thereon, commonly known as the <a href="Forve-Pettebone Building">Forve-Pettebone Building</a> and located at the street address <a href="510-514 South Broadway">510-514 South Broadway</a> , Los Angeles, California <a href="90013-2202">90013-2202</a>
	(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 <b>Exhibit "A"</b> , 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 ); or, (b) The Property was determined to be Contributing Structure to the NA Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.
- (iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

#### 1. Effective Date and Term of Agreement.

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

#### 2. Renewal.

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

#### 3. Standards for Historical Property.

During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:

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

- regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.
- **c.** Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

#### 4. Provision of Information of Compliance.

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

#### 5. Cancellation.

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

#### 6. Enforcement of Agreement.

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

are available to the City to pursue in the event that there is a breach of this Agreement. No waiver of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

#### 7. Binding Effect of Agreement.

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

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

#### 8. Notice.

Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto.

**To City:** Los Angeles Department of City Planning

200 North Spring Street, Room 559

Los Angeles, California 90012

Attn: Historical Property Contracts Manager

To Owner: Name 5ten Broadway, LLC

Address 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.

Ву:			
Deputy			Date
By: VINCENT P. BERTONI, AICP, Director o	f Plann	ing	 Date
	Ву:	Owner Signature*	
		Print Name of Sten Broadway, LLC	78/16 Date
	Ву:	Owner Signature*	
		Print Name	Date
	Ву:	Owner Signature*	
		Print Name	Date
APPROVED AS TO FORM MICHAEL N. FEUER, City Attorney			
By:			 Date

<sup>\*</sup> 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 document to which this certificate is attached, and not the	te verifies only the identity of the individual who signed the truthfulness, accuracy, or validity of that document.
State of California County of DS Angeles On July 26, 2016 before me, Date personally appeared Panie)	nne E Larkin, Notan Public Here Insert Name and Title of the Officer Jeman
	Name(s) of Signer(s)
subscribed to the within instrument and acknowle	evidence to be the person(s) whose name(s) is/are edged to me that he/she/they executed the same in s/her/their signature(s) on the instrument the person(s) ted, executed the instrument.
ANNE E. LARKIN Commission # 2130424 Notary Public - California	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
Los Angeles County My Comm. Expires Oct 16, 2019  Place Notary Seal Above	Signatture of Notary Public
OP7	TIONAL
	information can deter alteration of the document or form to an unintended document.
Description of Attached Document  Title or Type of Document: Historical Property Other There	exty(ontrait Document Date: 7/28/16
Number of Pages: Signer(s) Other Thar Capacity(ies) Claimed by Signer(s)	Named Above.
Signer's Name:	Signer's Name:
Signer's Name: Corporate Officer — Title(s):	Signer's Name:
☐ Partner — ☐ Limited ☐ General	□ Partner — □ Limited □ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	
Other:	Other:
Signer Is Representing:	Signer Is Representing:

# HISTORICAL PROPERTY CONTRACT APPLICATION FORM

### **OWNER INFORMATION**

PROPERTY ADDRESS: 510 South Broadway.	Los Angele	es, California, 90013			
Owner(s) of Property: 5Ten Broadway, L	LC				
Owner(s) Mailing Address: 1525 South B	roadway, L	os Angeles, California, 90	0015		
HOME TELEPHONE:		Work Telephone: <u>(21</u>	3) 226-6454		
Mobile Telephone:		_ ALTERNATE TELEPHONE:	(818)788-7954	·	5.6m.a
Owner(s) Email: daniel@ryda.us		ALTERNATE EMAIL: <u>suki</u>	@chattel.us		
PROPERTY INFORMATION					
Legal Description: TRACT: Subdivision of the	north part	O BLOCK: <u>none</u> Loт: _	3 ARB:	none	
Assessor Identification Number (AIN): <u>5149</u>	- <u>03</u> 4	- 002	COUNCIL DISTRIC	т no.: <u>14</u>	
PROPERTY PURCHASE DATE: 4/23/2015	Mos	T RECENT ASSESSED VALUE:	3971389		
OWNER OCCUPIED: YES • NO U	JSE: SING	gle-Family Dwelling • Mi	ulti-Family/ Comme	RCIAL/ INDU	JSTRIAL
Addresses for all other property owned w separate sheet of paper, labeled "Attachmi				YES	• NA
TAXES ON ALL PROPERTY OWNED WITHIN THE CI	TY OF LOS AN	IGELES ARE PAID TO DATE?		• YES	No.
ARE THERE ANY OUTSTANDING ORDERS TO COM BUILDING AND SAFETY OR THE LOS ANGELES HO			T OF	्र Yes	. No
HISTORICAL SIGNIFICANCE					
HISTORIC-CULTURAL MONUMENT (HCM)					
HCM Number: HCM Name:	Forve-Pette	ebone Building			
CONTRIBUTOR TO A HISTORIC PRESERVATION	ON OVERLAY	Zone (HPOZ)			
HPOZ NAME:		HISTORIC PROPERTY NAME:	O.T. Johnson Βι	uilding #2	, Forv
Original Construction Date: 1905		ARCHITECT(s): Robert B. Y	oung		
ARCHITECTURAL STYLE: Early 20th Century C	Commercial	NA 200 ANG			
I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY CONTRACT.	PROPERTY D	ESCRIBED ABOVE AND HERE	BY APPLY FOR AN H	ISTORICAL	
Tour Mu	2/24/16				
Owner Signature	DATE	OWNER SIGNATURE		DAT	ГЕ
Daniel Neman			***************************************	····	
PRINT NAME		PRINT NAME			

EXHIBIT "A"

#### REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS:	510-514	South	Broadway
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Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, NOT modernization, 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.

☐ Maintenance ■ Rehabilitation/Restoration	☐ Completed	<b>■</b> Proposed
Building Feature: Storefront		
Cost \$60,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2016
Description of work: Demolish existing storefront. Bui	ld new storefront based on historic p	hotographs.
☐ Maintenance	☐ 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	paint, clean the existing brick and pa	aint surface.
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed	■ Proposed
	☐ Completed	■ Proposed
☐ Maintenance ☐ Rehabilitation/Restoration  Building Feature: Cornice  Cost \$ 20,000 (round to nearest dollar)	•	Proposed 2016
Building Feature: Cornice	Contract Year of Proposed Work Completion:	
Building Feature: Cornice  Cost \$ 20,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	
Building Feature: Cornice  Cost \$20,000 (round to nearest dollar)  Description of work: Restore the cornice, using historical Maintenance Rehabilitation/Restoration	Contract Year of Proposed Work Completion:	
Building Feature: Cornice  Cost \$20,000 (round to nearest dollar)  Description of work: Restore the cornice, using historical Maintenance Rehabilitation/Restoration	Contract Year of Proposed Work Completion:	2016
Building Feature: Cornice  Cost \$20,000 (round to nearest dollar)  Description of work: Restore the cornice, using historic	Contract Year of Proposed Work Completion:	2016
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.  C Completed  Contract Year of Proposed Work Completion:	2016  Proposed  2016

#### REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 510-514 South Broadway
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Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, NOT modernization, 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.

☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed	<b>■</b> Proposed
Building Feature: Windows		
75 000		2016
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:	
Description of work: Repair windows on secondary e beyond salvage, recreate the w	levations. For windows that are deter indows based on historic patterns.	iorated
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed	■ Proposed
Building Feature: Fire escape		
Cost \$ 27,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2016
Description of work: Rehabilitate and clean fire esca	pes on the north and east elevations	i.
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed	■ Proposed
Building Feature: Staircase		
Cost \$ 19,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2016
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:	2016
Description of work: Reactivate elevator in existing sh	naft.	

#### REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 5	510-514	South	Broadway
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Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, NOT modernization, 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.

☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed	■ Proposed
Building Feature: Graffiti Removal		
Cost \$ 15,850 (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	<b>■</b> Proposed
Building Feature: Seismic Upgrades		
Cost \$ 150,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2016
Description of work: Engage a structural engineer with of structural system. Implement rec	expertise in historic buildings to evaluate commended scope of work as necessate	
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed	■ Proposed
•	☐ Completed	■ Proposed
☐ Maintenance ☐ Rehabilitation/Restoration  Building Feature: Roof  Cost \$60,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	Proposed  2017
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 mate	Contract Year of Proposed Work Completion:	2017
Building Feature: Roof  Cost \$60,000 (round to nearest dollar)  Description of work: Remove and replace roofing mate	Contract Year of Proposed Work Completion: erial. Upgrade gutter and drainage sy	2017 ystem.
Building Feature: Roof  Cost \$60,000 (round to nearest dollar)  Description of work: Remove and replace roofing mate	Contract Year of Proposed Work Completion: erial. Upgrade gutter and drainage sy	2017 ystem.
Building Feature: Roof  Cost \$60,000 (round to nearest dollar)  Description of work: Remove and replace roofing mate	Contract Year of Proposed Work Completion: erial. Upgrade gutter and drainage sy	2017 ystem. ■ 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.

HISTORICAL PROPERTY CONTRACT APPLICATION REVISED MARCH 2016 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 A	GREEMENT is made and entered into this day of	2016, by and
betwee	n the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to a	to as the "City") and
	WITNESSETH:	
(i)	California Government Code Sections 50280, et seq. authorize cities to enter the owners of qualified historical properties to provide for the use, maintent of such historical properties so as to retain their characteristics as pro- significance.	ance and restoration
(ii)	Owner possesses fee title in and to that certain real property, together with and improvements thereon, commonly known as the Contributing Propert at the street address 840 S. Bronson Ave, Los Angeles, California	associated structures ty and located 90005
	(hereinafter such property shall be referred to as the "Property"). A leg Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter refe for the Property is attached hereto, marked as <b>Exhibit "A"</b> , and is incorporeference.	al description of the rred to as the "Plan")

(iii)	On				: (	a) the	e City	Council	of the	City of	Los	Angeles
	declared th	ne Prope	rty Historic-Cultι	ıral M	onumer	nt No.		pursi	uant t	o Section	22.17	71.10 of
	the Los Ar	ngeles A	dministrative Co	de (	Council	File	No			);	or,	(b) The
			determined									
				_ Hist	toric Pr	eserv	ation	Overlay	Zone	pursuant	to	Section
	12.20.3 of	the Los A	ingeles Municipa	ıl Code	a.							

(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.

Ta C:+...

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.

Las Angalas Danartmant of City Dlanning

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	Bennett Graebner
	Address	840 S. Bronson Ave.
		Los Angeles, CA 90005

#### 9. General Provisions.

a. None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors or assigns, nor

- shall such terms, provisions or conditions cause them to be considered joint venturers or members of any joint enterprise.
- b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.
- **c.** All of the agreements, rights, covenants, reservations and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Property, whether by operation of law or in any manner whatsoever.
- **d.** In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.
- **e.** In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be effected thereby.
- **f.** This Agreement shall be construed and governed in accordance with the laws of the State of California.

#### 10. Recordation.

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

#### 11. Amendments.

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

## 12. Fees.

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

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

Ву:			
Deputy			Date
By: VINCENT P. BERTONI, AICP, Direct	ctor of Plann	ing $\bigwedge$	 Date
	By:	Mayor X Remo	
	by.	Owner Signature*  Vanessa Aberman	\$31/16
		Print Name	Dat
	By:	Ba	
		Owner Signature*	
		Bennett Graebner	5/31/16
		Print Name	Dat
	By:		
		Owner Signature*	
		Print Name	Dat
APPROVED AS TO FORM MICHAEL N. FEUER, City Attorney			
Ву:			

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.

UII	016	efore me. Fv-1	to Wessell wil	sex Yublie
			ert name and title o	
personally appeared	V34899	Aberman	Bunnah	Grzebner
person(s), or the entit	ty upon behalf of	f which the person	r/their signature(s) ( (s) acted, executed	on the instrument the the instrument.
person(s), or the entition certify under PENAL	ty upon behalf of TY OF PERJUF	f which the person	r/their signature(s) ( (s) acted, executed	ney executed the same on the instrument the the instrument. fornia that the foregoin
person(s), or the entition certify under PENAL	ty upon behalf of TY OF PERJUF	f which the person	r/their signature(s) (s) acted, executed of the State of Calif	on the instrument the the instrument.  Tornia that the foregoin
person(s), or the entit	ty upon behalf of TY OF PERJUF correct.	f which the person	r/their signature(s) (s) acted, executed of the State of Calif	on the instrument the the instrument.  Tornia that the foregoin MOORE 2066236

## CITY OF LOS ANGELES

# HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION			
PROPERTY ADDRESS: 840 S. Bronson Ave.			
OWNER(S) OF PROPERTY: Vanessa Aberman and Bo	ennett Graebner		
OWNER(S) MAILING ADDRESS: 840 S. Bronson Ave.	Los Angeles, CA 9000	)5	
HOME TELEPHONE: 323-936-5321	Work Telephon	B18-845-7246	
Mobile Telephone: <u>323-273-6557</u>			122
Owner(s) Email: vetaberman@hotmail.com			
PROPERTY INFORMATION			
Legal Description: TRACT: Boulevard Heights	Вьоск: 5	<sub>Lот:</sub> 18	ARB:
Assessor Identification Number (AIN): 5092	005 _ 017	Council [	DISTRICT NO.: 4
PROPERTY PURCHASE DATE: 06/2003			-
OWNER OCCUPIED: YES NO USE:			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 LC	S ANGELES ARE PAID TO E	DATE?	YES NC
ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROBUILDING AND SAFETY OR THE LOS ANGELES HOUSING D		ARTMENT OF	YES • NC
HISTORICAL SIGNIFICANCE	un i may der titt tillgebok i mikkel det i takk et folkelige det titt folk ter	reas and water eventual remaining above and experience remaining	THE REST OF THE PROPERTY OF THE REST OF TH
HISTORIC-CULTURAL MONUMENT (HCM)			
HCM Number: HCM Name:			
☑ CONTRIBUTOR TO A HISTORIC PRESERVATION OVER	RLAY ZONE (HPOZ)		
HPOZ NAME: Wilshire Park	HISTORIC PROPERTY	NAME:	
Original Construction Date: 1920	ARCHITECT(S): A.O.	McGinnis	
ARCHITECTURAL STYLE: Italian Renaissance Reviva	I		
•			
I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPER	RTY DESCRIBED ABOVE AN	D HEREBY APPLY FO	R AN HISTORICAL
PROPERTY CONTRACT.  NOWELLA DECNA  2/2	Ju Do	C	2/24/16
OWNER SIGNATURE DATE	Owner Signatur	RE	DATE
Vanessa Aberman	Bennett Graeb	ner	
PRINT NAME	PRINT NAME		

EXHIBIT "A"

PROPERTY ADDRE	840 S. Bronson Ave.			<del></del>
maintenance, restor of new elements. A specifically capture apply to your prope	ration and replacement of historic features of Although modernization may be an import the preservation work involved and not any	nabilitate the property. In this plan, include all on the property, <u>NOT modernization, remodels</u> ant part of your rehabilitation project, this for thing else. Copy this page as necessary to incluservation work (if applicable) and continue with the continue with t	, or coor orm is de all	onstruction s meant to l items that
	Rehabilitation/Restoration  Foundation	☐ Completed		Proposed
8.500	(round to nearest dollar) Seismic retrofit: bolt foundation	Contract Year of Proposed Work Completion:	20	
	Rehabilitation/Restoration Vindows	☐ Completed		Proposed
40000	(round to nearest dollar) Restore and rehabilitate original	Contract Year of Proposed Work Completion:	201	17
	Rehabilitation/Restoration  Exterior Wood/Wire Screens	☐ Completed		Proposed
3,000 Cost \$		Contract Year of Proposed Work Completion: eading to crawl space	201	
	Rehabilitation/Restoration Roof/Parapet	☐ Completed		Proposed
Building Feature:	(round to nearest dollar) Reroof and restore the parapet to	Contract Year of Proposed Work Completion:  o its original stucco	201	19

## CITY OF LOS ANGELES

# REHABILITATION/RESTORATION/MAINTENANCE PLAN

When the propose all preservation work necessary to rehabilitate the property. In this plan, include all maintenance, restoration and replacement of historic features on the property, NOT modernization, remodels, of new elements. Although modernization may be an important part of your rehabilitation project, this for specifically capture the preservation work involved and not anything else. Copy this page as necessary to include apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with to complete within the next ten years arranging in order of priority.	or co orm is de all	onstruction s meant to litems that
■ Maintenance ■ Rehabilitation/Restoration □ Completed Interior Wood Floors	<b>=</b>	Proposed
Building Feature:  5,500  Cost \$ (round to nearest dollar) Contract Year of Proposed Work Completion:  Restore and rehabilitate wood floors on first floor that are buckling du  Description of work:		
■ Maintenance □ Rehabilitation/Restoration □ Completed Interior Ceilings and Walls Building Feature: □		Proposed
3,500	202	
Cost \$ (round to nearest dollar) Contract Year of Proposed Work Completion:  Patch, sand and paint cracked and water damaged ceilings and walls  Description of work: bathroom and bedroom		
☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed  Extrerior  Building Feature:		Proposed
20,000  Cost \$ (round to nearest dollar) Contract Year of Proposed Work Completion:  Description of work:  Resurface and rehabilitate stucco to restore it to its original glory	202	22
☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed  Garage  Ruilding Feature:		Proposed
Building Feature:  35,000  Cost \$ (round to nearest dollar) Contract Year of Proposed Work Completion:  Restore garage to its original look  Description of work:	202	

## 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

THIS AGREEMENT is not between the CITY OF Chapman Baehler II, Caro	FOR THE PRESERVA HISTORIC-CULT CONTRIBUTING STRUC 53 Buckingham Road	OWNER AS LISTED ON TITLE)  TION AND BENEFIT OF THE URAL MONUMENT OR TURE PROPERTY LOCATED AT  TIONS 19.140, et seq.)  day of	
THIS AGREEMENT is noetween the CITY OF Chapman Baehler II, Caro	FOR THE PRESERVA HISTORIC-CULT CONTRIBUTING STRUC 53 Buckingham Road (L.A.M.C. SEC	TION AND BENEFIT OF THE TURAL MONUMENT OR TURE PROPERTY LOCATED AT CTIONS 19.140, et seq.)	
THIS AGREEMENT is noetween the CITY OF Chapman Baehler II, Caro	HISTORIC-CULT CONTRIBUTING STRUC 53 Buckingham Road (L.A.M.C. SEC	TURAL MONUMENT OR TURE PROPERTY LOCATED AT TIONS 19.140, et seq.)	
THIS AGREEMENT is noetween the CITY OF Chapman Baehler II, Caro	(L.A.M.C. SEC		
THIS AGREEMENT is noetween the CITY OF Chapman Baehler II, Caro	(L.A.M.C. SEC		 2016 h.v. a.v.a
coetween the CITY OF Chapman Baehler II, Caro PRINT NAME OF EACH (i) California Go the owners o	ade and entered into this	day of	2016 h
coetween the CITY OF Chapman Baehler II, Caro PRINT NAME OF EACH (i) California Go the owners o	ade and entered into this	day of	2016
coetween the CITY OF Chapman Baehler II, Caro PRINT NAME OF EACH (i) California Go the owners o		,	ZUIG, by and
the owners o	LOS ANGELES, a municipal	corporation (hereinafter referre (hereinafter referred t	ed to as the "City") and
the owners o	WIT	TNESSETH:	
significance.	f qualified historical propert	2280, et seq. authorize cities to enties to enties to provide for the use, maint retain their characteristics as p	tenance and restoration
(ii) Owner posse and improved at the street (hereinafter	nents thereon, commonly k	certain real property, together with known as the <u>contributing property</u> ad, Los Angeles, Califort erred to as the "Property"). A l	and located nia 90019 egal description of the eferred to as the "Plan")

- NA : (a) the City Council of the City of Los Angeles (iii) On NA 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 determined Property was to be a 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

200 North Spring Street, Room 559

Los Angeles, California 90012

Attn: Historical Property Contracts Manager

To Owner: Name Chapman Baehler II

Address 1853 Buckingham Road

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.

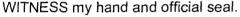
THE CITY OF LOS ANGELES, a municipal corporation:

Deputy			Date
VINCENT P. BERTONI, AICP, Dire	stor of Blann	ling	Date
VINCEINT P. BERTOINI, AICP, DIFE	ector of Plann	ling	Date
		1150	
	Ву:	Owner Signature*	
			11 ~
		Chapman Baehler	<i>-</i>
		Print Name	Dát
	Ву:		
		Owner Signature*	
		Carolyn Angelica Cob-Bae	hler 🦅
		Print Name	Date
	_		,
	Ву:	Owner Signature*	
		o when organization	
		Print Name	Date
		riiit Name	Dati
OVED AS TO FORM			
AEL N. FEUER, City Attorney			

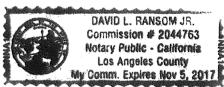
# **ACKNOWLEDGMENT**

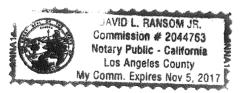
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

validity of that document.	
State of California County of Los Angeles	)
on May 29, 2016	before me, David L. Ransom Jr., Notary Public  (insert name and title of the officer)
<del></del>	(insert name and title of the officer)
subscribed to the within instrumen his/her/their authorized capacity(ie	satisfactory evidence to be the person(s) whose name(s) is/are and acknowledged to me that he/she/they executed the same in es), and that by his/her/their signature(s) on the instrument the lf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PER- paragraph is true and correct.	JURY under the laws of the State of California that the foregoing
NAUTNIECOl. and and afficial an	











## 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 A	ngelica Cob-Baehler	
OWNER(s) MAILING ADDRESS: 1853 Buckingham Road, Los	Angeles, Ca 90019	
HOME TELEPHONE:	WORK TELEPHONE:	
MOBILE TELEPHONE: 323-829-2538	_ ALTERNATE TELEPHONE:	
OWNER(S) EMAIL: chapmanbaehler@mac.com	ALTERNATE EMAIL: cobl	d@yahoo.com
PROPERTY INFORMATION	realization and the second	autoria esta a transce in con referente de la reconstruction de la reconstruction de la reconstruction de la r L
Legal Description: TRACT: Lafayette Square	Вьоск: <u>Blk 10</u> ьот: 2	20 ARB: none
Assessor Identification Number (AIN): 5071 - 011	- 026	COUNCIL DISTRICT NO.: 10
PROPERTY PURCHASE DATE: 1/2/2015 Mos	RECENT ASSESSED VALUE: 1	375013
OWNER OCCUPIED:  Yes  No USE:  SING	LE-FAMILY DWELLING 🥠 MU	JLTI-FAMILY/ COMMERCIAL/ 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	GELES ARE PAID TO DATE?	€ YES ○ N
ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM THE BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPAR	TMENT?	C YES G N
HISTORICAL SIGNIFICANCE		er hate dette det eigsgegigtig som som er er er er er viver i viv Amsterder til hende krivetingen anskeller
☐ HISTORIC-CULTURAL MONUMENT (HCM)		
HCM NUMBER: HCM NAME:		
CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY 2	ONE (HPOZ)	
HPOZ NAME: Lafayette Square	HISTORIC PROPERTY NAME:	Uknown
ORIGINAL CONSTRUCTION DATE: 1915	rcнiтест(s): <u>Unknown</u>	
ARCHITECTURAL STYLE: <u>Craftsman</u>		
I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY D	ESCRIBED ABOVE AND HEREE	Y APPLY FOR AN HISTORICAL
PROPERTY CONTRACT. Docustigned by: Unapman Bailler 2/28/2016	Carolyn Angelica Cob-	Bachler 2/28/2016
OWNER SIGNATURE DATE	OWNER SIGNATURE	DATE
Chapman Baehler	Carolyn Angelica Cob-Ba	aehler
PRINT NAME	PRINT NAME	

**EXHIBIT "A"** 

Revised November 2015

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)	2016
Description of work: prepared surfaces and re-painte	d interior and exterior surfaces
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed ■ Proposed
Building Feature: Foundation/Structural Sy	ystem
Cost \$5,000 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2017
Description of work: Install new metal strapping, fram	ing anchors, and bolt sill to foundation
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed ■ Proposed
Building Feature: Exterior Brick Elements	
Cost \$3,500 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2017
	I I

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

☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed		Proposed
•	El completed		Порозси
Building Feature: Woodwork			
Cost \$ 10,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	20	18+
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:	20	19
Description of work: Repair/Re-build fireplace to resto	ore to working order		
■ Maintenance □ Rehabilitation/Restoration	☐ Completed		Proposed
Building Feature: Sewer Pipe			
8 000	Contract Year of Proposed Work Completion:	20	19
Description of work: Replace section of sewer pipe un	derneath porch to the street		
riopiace coolier of cower pipe an	demodri peren le une cuecu		
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed		Proposed
Building Feature: Exterior Brick Elements			
Cost \$ 20,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	20	19
Description of work: Implement conservator recomme mortar at brick walls; re-point as	9	ion c	of

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

☐ Maintenance ☐ Rehabilitation/Restoration	☐ 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 landscape	oing plan	
☐ 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 porc construction		
☐ 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:	The both best better the same of the last Martin Association of the
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 AC	GREEMENT is made and entered into this day of 2016, by an
betwee	n the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and idson Living Trust (hereinafter referred to as the "Owner").
	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 structure and improvements thereon, commonly known as the Contributing Property and located at the street address 1862 Buckingham Road , Los Angeles, California 90019 (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan" for the Property is attached hereto, marked as Exhibit "A", and is incorporated herein by this reference.

- (iii) On 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 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 200 North Spring Street, Room 559 Los Angeles, California 90012

Attn: Historical Property Contracts Manager

To Owner:

Name

The Davidson Living Trust

1862 Buckingham Rd

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:

/:	~		
Deputy			Date
VINCENT P. BERTONI, AICP, Dire	ctor of Planr	ning	Date
	By:	Kathleen M. L	avidson
	•	Owner Signature*	***************************************
		Kathleen M. Davidson, Trustee of The Davidson Livin	g Trust 5-28-16
		Print Name	Date
	By:	That Dande	5.28/6
	•	Owner Signature*	
		Kief. Davidson, Trustee of The Davidson Living	Trust 5-28-16
		Print Name	Date
	By:		
	·	Owner Signature*	
		Print Name	 Date
		i intervanie	Date
PROVED AS TO FORM			
CHAEL N. FEUER, City Attorney			
:			Date

# 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.

<del> </del>
(insert name and title of the officer)
(insert name and title of the officer)
Kathleum M. Davidsin
wledged to me that he/she/they executed the same in by his/her/their signature(s) on the instrument the e person(s) acted, executed the instrument. the laws of the State of California that the foregoing
FREDDIE MOORE Commission # 2056236 Notary Public - California
Los Angeles County My Comm. Expires Feb 25, 2018

## CITY OF LOS ANGELES

# HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION			
PROPERTY ADDRESS: 1862 Buckingham Rd, Los Angeles CA 9	0019		
OWNER(S) OF PROPERTY: The Davidson Family Trust			
OWNER(s) MAILING ADDRESS: 1862 Buckingham Rd, Los Ang	eles CA 90019		
HOME TELEPHONE: (310) 428-8843	Work Telephon	E:	
Mobile Telephone: <u>(310)</u> 428-8843	ALTERNATE TELEP	HONE: <u>(323) 445</u>	-8364
OWNER(s) EMAIL: kiefdavidson@gmail.com	ALTERNATE EMAIL	: kathleendavid	son@gmail.com
PROPERTY INFORMATION			
Legal Description: TRACT: <u>Lafayette Square</u>	Вьоск: <u>8</u>	Loт: <u>42</u>	ARB: None
Assessor Identification Number (AIN): 5071 - 007	- 091	Council	DISTRICT NO.: 10
PROPERTY PURCHASE DATE: 5/20/2015 Most R	ECENT ASSESSED V	ALUE: \$875,000.0	)0
OWNER OCCUPIED: * YES P NO USE: SINGLE-	FAMILY DWELLING	C MULTI-FAMILY,	/ COMMERCIAL/ INDUSTRIAL
ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUE			← YES F NA
TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGE	LES ARE PAID TO D	ATE?	YES  No
ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM THE BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPARTM		RTMENT OF	← YES · NO
HISTORICAL SIGNIFICANCE			
HISTORIC-CULTURAL MONUMENT (HCM)			
HCM Number: HCM Name:			-
CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZO	NE (HPOZ)		
HPOZ NAME: Lafayette Square H	STORIC PROPERTY	NAME:	
ORIGINAL CONSTRUCTION DATE: 1950 ARC	HITECT(s): unkno	wn	
ARCHITECTURAL STYLE: Colonial Revival / Cape Cod Revival			
PROPERTY CONTRACT.			or an Historical  Son 2-25-16
OWNER SIGNATURE DATE  KIRT Davidson 2-25-16	OWNER SIGNATUR Kathle		DATE Avidson
PRINT NAME	PRINT NAME		

EXHIBIT "A"

Revised November 2015

#### CITY OF LOS ANGELES

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

# PROPERTY ADDRESS: 1862 Buckingham Road, Los Angeles CA 90019

☐ Maintenance ■ Rehabilitation/Restoration ■ Complet	ted 🗆 Proposed
Building Feature: Roof and insulation	
Cost \$\frac{20,048.00}{20,048.00}\$ (round to nearest dollar) Contract Year of Proposed Work Complete	ion: 2015
Description of work: Original roof from 1950 had 5-8 layers of shingles and was in comp Roof was replaced with cool roof shingles and full attic insulation. H	
☐ Maintenance ☐ Rehabilitation/Restoration ☐ Complet	ed 🗆 Proposed
Building Feature: Gutters	
Cost \$ 1452.00 (round to nearest dollar) Contract Year of Proposed Work Complete	ion: 2015
Description of work: Gutters were replaced when the roof after roof was completed	
☐ Maintenance ☐ Rehabilitation/Restoration ☐ Complet	ed 🗆 Proposed
Building Feature: Drainage	
Cost \$\frac{3400.00}{2000} \text{(round to nearest dollar)} Contract Year of Proposed Work Completic	ion: 2015
Description of work: There was no working drainage for the house or yard. Trenches duput in to remove water from the house.	ug and piping
☐ Maintenance	ed 🗆 Proposed
Building Feature: Interior and exterior surfaces	· · · · · · · · · · · · · · · · · · ·
Cost \$ 19,200 (round to nearest dollar) Contract Year of Proposed Work Completi	ion: 2015
Description of work: Entire inside and outside of the home was repainted. Sections of t	

PROPERTY ADDRESS: 1862 Buckingham Road, Los Angeles CA 90019

☐ Maintenance ☐ Rehabilitation/Restoration	<b>⊠</b> Completed	☐ Proposed
Building Feature: Electrical System		
Cost \$4825.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2015
Description of work: Sub panel was replaced as it was of wiring. Partial replacement of wiring		nas old
☐ Maintenance	■ Completed	☐ Proposed
Building Feature: Hazardous Material Aba	tement	
Cost \$ 4300.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2015
Description of work: Exposed and hazardous asbesto air tested. Upstairs HVAC ductw		noved and
☐ Maintenance ☐ Rehabilitation/Restoration	Completed	☐ Proposed
□ Maintenance ■ Rehabilitation/Restoration  Building Feature: Foundation repair and each state of the state		☐ Proposed
— ····································	arthquake bolting	2015
Building Feature: Foundation repair and ea	Contract Year of Proposed Work Completion:	2015
Building Feature: Foundation repair and each specific spe	Contract Year of Proposed Work Completion:	2015
Building Feature: Foundation repair and each Scott \$6248.00 (round to nearest dollar)  Description of work: small foundation under the house bolted.	contract Year of Proposed Work Completion: was repaired and house was eartho	2015 quake
Building Feature: Foundation repair and each specific spe	contract Year of Proposed Work Completion: was repaired and house was eartho	2015 quake
Building Feature: Foundation repair and each cost \$6248.00 (round to nearest dollar)  Description of work: small foundation under the house bolted.  Maintenance	Contract Year of Proposed Work Completion:  was repaired and house was earthouge completed  Completed  Contract Year of Proposed Work Completion:	2015 quake

PROPERTY ADDRESS: 1862 Buckingham Road, Los Angeles CA 90019

☐ Maintenance	■ Rehabilitation/Restoration	■ Completed	☐ Proposed
Building Feature:	Backyard patio area		
Cost \$ 8750.0		Contract Year of Proposed Work Completion:	2016
Description of work	Patio area was in complete disrepair demolition, replacement of steps that was crumbling.	Hazardous. Full patio rehabilitation inclu were not to code, new tile. Removal of p	uding
☐ Maintenance	■ Rehabilitation/Restoration	<b>■</b> Completed	☐ Proposed
Building Feature:	ackyard and garden		
		Contract Year of Proposed Work Completion:	2016
Description of work		included Backyard demolition, sprir n installed, plants, grass, garage do	
☐ Maintenance	Rehabilitation/Restoration	<b>■</b> Completed	☐ Proposed
	-	<b>■</b> Completed	☐ Proposed
Building Feature:	-	Completed  Contract Year of Proposed Work Completion:	2015
Building Feature: V	Vindows 00 (round to nearest dollar) 4 original wood windows partially	,	2015
Building Feature: V  Cost \$ 1640.0  Description of work	Vindows O (round to nearest dollar) 4 original wood windows partially not able to open and were damage Rehabilitation/Restoration	Contract Year of Proposed Work Completion:	2015
Building Feature: V  Cost \$ 1640.0  Description of work	Vindows O (round to nearest dollar) 4 original wood windows partially not able to open and were damage Rehabilitation/Restoration	Contract Year of Proposed Work Completion:  restored to HPOZ specification. Wige. Remaining windows in proposed	2015 ndows were plan.
Building Feature: V  Cost \$ 1640.0  Description of works  Maintenance  Building Feature: S	Vindows O (round to nearest dollar) 4 original wood windows partially not able to open and were damage Rehabilitation/Restoration	Contract Year of Proposed Work Completion:  restored to HPOZ specification. Wige. Remaining windows in proposed	2015  ndows were plan.  Proposed
Building Feature: V  Cost \$ 1640.0  Description of works  Maintenance Building Feature: S  Cost \$ 1729.0	Vindows 00 (round to nearest dollar) 4 original wood windows partially not able to open and were damaged Rehabilitation/Restoration	Contract Year of Proposed Work Completion:  restored to HPOZ specification. Wige. Remaining windows in proposed  Completed  Completed	2015  ndows were plan.  Proposed

#### CITY OF LOS ANGELES

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

# PROPERTY ADDRESS: 1862 Buckingham Road, Los Angeles CA 90019

☐ Maintenance ■ Rehabilitation/Restoration	<b>≡</b> Completed □ Propose	ed
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 torn up. oors buffed and polished to match.	
☐ Maintenance ■ Rehabilitation/Restoration	屬 Completed □ Propose	ed
Building Feature: Hardware		
Cost \$4911.00 (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 hardware	
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed ☐ Propose	ed
Building Feature:		
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:	_
Description of work:		
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed ☐ Propose	ed
Building Feature:		
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:	_
Description of work:		

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

DRODERTY ADDRESS.	1862	Buckingham	road, Los	Angeles	CA 90019
INOFENII ADDINGO.		•	,	•	

☐ Maintenance	■ Rehabilitation/Restoration	☐ Completed	■ Proposed
Building Feature:	Exterior Front porch ren	ovation	
Cost \$ 15,000		Contract Year of Proposed Work Completion:	2018
Description of work	The entire front porch is in disrepair (new steps, concrete or tile) with ad- house and beam/post replacement.	and needs a full overhaul. Front Porch re ditional foundation and stucco repair in log Repainting necessary in lower front.	habilitation wer portion of
☐ Maintenance	■ Rehabilitation/Restoration	☐ Completed	Proposed
Building Feature:	andscape and Hardsca	ıpe	
Cost \$ 7500	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2018
Description of work	c: Front of house. Garden area in front 3 dead trees and dead plants, plantin house to end of lawn.	of house is torn up and bare. Demolition a g new trees and plants. Install concrete wa	nd removal of alkway from
☐ Maintenance	Rehabilitation/Restoration	☐ Completed	Proposed
Building Feature:	Exterior security Door ar	nd window gate	
Cost \$ 4500	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2019
Description of work	Security gate removal (1st floor v Repaint areas.	vindows x4 and door) repaint and do	or replace.
☐ Maintenance	Rehabilitation/Restoration	☐ Completed	■ Proposed
Building Feature:	Vindows		
Cost \$ 6400	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2020
Description of work	Fully restore 8 windows. Most w where necessary.	indows do open and have cracks. Re	place glass

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS.	1862 Buckingham	Rd. Los Angeles	CA 90019

☐ Maintenance ■ Rehabilitation/Restoration	☐ Completed		Proposed
Building Feature: Fireplace			
Cost \$ 7000.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	20	21
Description of work: replace and rehabilitate interior f	ireplace and exterior (within house)		
□ Maintenance ■ Rehabilitation/Restoration  Building Feature: Garage Roof	☐ Completed		Proposed
Cost \$ 4000.00 (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	☐ Completed		Proposed
Building Feature: Electrical			
4000 00			
Cost \$ 4000.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	20	23
Cost \$ (round to nearest dollar)  Description of work: replace old wiring .	Contract Year of Proposed Work Completion:	20	23
Description of work: replace old wiring.	☐ Completed		Proposed
Description of work: replace old wiring.    Maintenance   Rehabilitation/Restoration   Building Feature: Sliding door in dining room	☐ Completed	=	Proposed
Description of work: replace old wiring.	☐ Completed	=	

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

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

■ Maintenance □ Rehabilitation/Restoration	🗆 Completed 🗎 Proposed
Building Feature: Exterior Surfaces	
Cost \$ 15,000 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2026
Description of work: Prepare and repaint exterior sur	
☐ Maintenance ■ Rehabilitation/Restoration	🗆 Completed 🗏 Proposed
Building Feature:	
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:
Description of work:	
<b>-</b>	
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed ■ Proposed
Building Feature:	
Cost \$ (round to nearest dollar)	
*	
Description of work:	
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed ■ Proposed
·	_ completed roposed
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.

HISTORICAL PROPERTY CONTRACT APPLICATION
REVISED MARCH 2016

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 CAMBRIDGE ST., LOS ANGELES, 90006 (L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is ma	ade and entered into this	day of	2016, by and
		(LEAVE DATE BLANK UNTIL RECORD	ED)
between the CITY OF L		l corporation (hereinafter referred to as (hereinafter referred to as	
(PRINT NAME OF EACH	OWNER AS LISTED ON TI	TLE)	·

#### 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.

(iii)	On	***************************************		<u>/</u> k		<u> </u>	(a) th	e City	Council	of the	City of	f Los	Ang	eles
	declare	d the	Proper	ty Historic-Cultu	ıral N	/lonum	ent No		purs	uant t	o Section	າ 22.1	71.1	.0 of
	the Los	. Ang	geles Ad	lministrative Co	ode	(Counc	il File	No	NA	<i>N</i>	/A	); or,	(b)	The
	Propert	:у	was	determined	to	be	a	Cor	ntributing	St	ructure	to	)	the
				ights			Preserv	vation	Overlay	Zone	pursuar	nt to	Sec	tion
	12.20.3	of th	ie Los A	ngeles Municipa	al Cod	de.								

(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.

To City:

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.

Los Angeles Department of City Planning 200 North Spring Street, Room 559

Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Owner:

Name

Dwen and Magyn Kyps

Address

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.

y:			D-1-
Deputy			Date
<b>;</b>			
VINCENT P. BERTONI, AICP, D	irector of Plann	ing	Date
	Ву:		***************************************
		Owner signature*	i
		Print Name	5/31 Date
		II A I A A	Date
	By:	Owner Signature*	
		MAGYN KYDD	5/3
		Print Name	Date
	_		
	Ву:	Owner Signature*	
		Print Name	Date
PROVED AS TO FORM CHAEL N. FEUER, City Attorney			

## **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189** 

XAXAXAXAXAXAXAXAXAXAXAXAXAXAXAXAXAXAXA	
A notary public or other officer completing this certificate document to which this certificate is attached, and not the t	verifies only the identity of the individual who signed the ruthfulness, accuracy, or validity of that document.
State of California  County of Les Maeles  On May 31 32 2016 before me, Date  personally appeared Owen Kydd,	Here Insert Name and Title of the Officer Magyn Kydd Name(s) of Signer(s)
who proved to me on the basis of satisfactory evsubscribed to the within instrument and acknowled his/her/their authorized capacity(ies), and that by his/ror the entity upon behalf of which the person(s) acted	ged to me that he/she/they executed the same in ner/their signature(s) on the instrument the person(s),
JONATHAN H. SILVA Commission # 2086719 Notary Public - California Los Angeles County	ertify under PENALTY OF PERJURY under the laws the State of California that the foregoing paragraph true and correct.  TNESS my hand and official seal.  gnature  Signature of Notary Public
Place Notary Seal Above	DNA1
Though this section is optional, completing this inf fraudulent reattachment of this fo	formation can deter alteration of the document or
Description of Attached Document Title or Type of Document: Document Date: Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)  Signer's Name:  Corporate Officer — Title(s):  Partner — Limited General Individual Attorney in Fact Trustee Guardian or Conservator Other: Signer Is Representing:	Signer's Name: Corporate Officer — Title(s): Partner — Limited

## HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION		
PROPERTY ADDRESS: 2192 Cambridge Street, Los Angele	es, CA 90006	
OWNER(s) OF PROPERTY: Owen and Magyn Kydd		,
OWNER(s) MAILING ADDRESS: 2192 Cambridge Street, Lo	os Angeles, CA 90006	
HOME TELEPHONE: (310) 384-2515	WORK TELEPHONE: 310-384-2515	
MOBILE TELEPHONE: (310) 384-2515	ALTERNATE TELEPHONE: (310) 384-5126	
OWNER(s) EMAIL: magynkydd@gmail.com	ALTERNATE EMAIL: owenkydd@yahoo.com	1
PROPERTY INFORMATION		
Legal Description: TRACT: Harvard Heights	BLOCK: E LOT: 4 ARB:	n/a
Assessor Identification Number (AIN): 5074 0		
PROPERTY PURCHASE DATE: July 22, 2015 MG		
OWNER OCCUPIED: © YES C NO USE: © SIR		RCIAL/ INDUSTRIAL
ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND		← YES @ NA
TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS	ANGELES ARE PAID TO DATE?	FYES C NO
ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEP		←YES ® No
HISTORICAL SIGNIFICANCE		
☐ HISTORIC-CULTURAL MONUMENT (HCM)		
HCM Number: HCM Name:		
CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLA	y Zone (HPOZ)	
HPOZ NAME: Harvard Heights	HISTORIC PROPERTY NAME:	
Original Construction Date: 1905	ARCHITECT(s): Frank M. Tyler	
ARCHITECTURAL STYLE: Arts and Crafts		
I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY PROPERTY CONTRACT.	$\Lambda A_{\ell}$	
Feb 25, 2016		Feb 25, 2016
OWNER SIGNATURE DATE	OWNER SIGNATURE	DATE
Owen Kydd	Magyn Kydd	
PRINT NAME	PRINT NAME	

PROPERTY ADDRE	ss: 2192 Cambridge Street	Los Angeles, CA 90006	
maintenance, restor of new elements. A specifically capture t apply to your prope	ation and replacement of historic features of Although modernization may be an import the preservation work involved and not any	habilitate the property. In this plan, include all on the property, NOT modernization, remodels, ant part of your rehabilitation project, this fo thing else. Copy this page as necessary to include servation work (if applicable) and continue with ity.	or construction rm is meant to de all items that
☐ Maintenance	Rehabilitation/Restoration	<b>✓</b> Completed	☐ Proposed
Building Feature:	New Foundation		
Cost \$ \$36,00	O (round to nearest dollar)	Contract Year of Proposed Work Completion:	2015
Description of work Property was sei foundation wall r	smically retrofitted with a new foundation	on including: braces, bolting, new piers and e	entire exterior
☐ Maintenance	Rehabilitation/Restoration	Completed	☐ Proposed
Building Feature:	Cast Iron Piping replaced		
Cost \$\$4,500	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2015
Description of work The cast iron pip	:: ing under house was replaced with new	piping and re-directed to sewer line.	
☐ Maintenance	Rehabilitation/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.		
☐ Maintenance	Rehabilitation/Restoration	☐ Completed	Proposed
Building Feature:	Front porch wood panel floor boards	restore	
Cost \$_\$750	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2016
Description of work	:		
Engage in a histo	ric preservation consultant to preserve	and rehabilitate wood floor boards.	

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expecter 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.    Maintenance
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 for shingles replacement and maintenance.  Maintenance Rehabilitation/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:
Cost \$ \$25,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017  Description of work: Investigate and engage a historic preservation consultant for shingles replacement and maintenance.    Maintenance   Rehabilitation/Restoration   Completed   Proposed
Description of work:  Investigate and engage a historic preservation consultant for shingles replacement and maintenance.    Maintenance   Rehabilitation/Restoration   Completed   Proposed
Investigate and engage a historic preservation consultant for shingles replacement and maintenance.    Maintenance   Rehabilitation/Restoration   Completed   Proposed
Maintenance Rehabilitation/Restoration
Building Feature: Full exterior house painting  Cost \$ \$5,400 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017  Description of work:
Cost \$ \$5,400 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017  Description of work:
Description of work:
☐ Maintenance  Rehabilitation/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
Building Feature: Additional Chimney retrofit or removal
Cost \$ \$7,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017
Description of work:
Engage a structural engineer with historic preservation experience to retrofit or remove additional central chimney

PROPERTY ADDRESS:	2192 Cambridge Street,	Los Angeles, CA 90006	
maintenance, restoration and of new elements. Although specifically capture the preseapply to your property. Begin	d replacement of historic features of modernization may be an importa ervation work involved and not any	habilitate the property. In this plan, include all on the property, NOT modernization, remodels, ant part of your rehabilitation project, this for thing else. Copy this page as necessary to incluservation work (if applicable) and continue with ity.	or construction orm is meant to de all items that
Maintenance	abilitation/Restoration	☐ Completed	Proposed
Building Feature: Interi	or 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 hal	llways, upstairs 2 bedrooms and 2 bathroom	ns
✓ Maintenance □ Reh	abilitation/Restoration	☐ Completed	₩ Proposed
•			<b>4</b> 110p0000
Building Feature: Instal	Il Central Air Conditioning		
Cost \$ \$5,000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2018
Description of work: Remove 4 unsightly wind conditioning unit.	dow air conditioner units from 2n	nd floor windows, insulate attic ceiling & inst	all central air
Maintenance    Reha	abilitation/Restoration	☐ Completed	Proposed
Building Feature: Interi	or 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 hous	se.	
☐ Maintenance	abilitation/Restoration	☐ Completed	Proposed
Building Feature: Wind	ows Repair		
Cost \$ \$1,800	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2018
Description of work:			
Engage with a historic pr	reservation consultant to repair 8	amaintain windows (12 windows).	

PROPERTY ADDRESS: 2192 Cambrid	ige Street, Los Angeles, CA 90006	
maintenance, restoration and replacement of his of new elements. Although modernization may specifically capture the preservation work involved	decessary to rehabilitate the property. In this plan, include all of toric features on the property, NOT modernization, remodels, be an important part of your rehabilitation project, this forced and not anything else. Copy this page as necessary to include completed preservation work (if applicable) and continue with a order of priority.	or construction rm is meant to le all items that
☐ Maintenance Rehabilitation/Restoration	on   Completed	Proposed
Building Feature: Wood Flooring kitchen		-
Cost \$_\$2,200 (round to nearest do	ollar) Contract Year of Proposed Work Completion:	2018
Description of work:		
Consult with a conservator and implement a	a plan to replace and kitchen floor with historic in-kind flo	or.
■ Maintenance □ Rehabilitation/Restoration	on   Completed	Proposed
Building Feature: Kitchen counter top rep	lacement	
Cost \$ \$1,500 (round to nearest do	ollar) Contract Year of Proposed Work Completion:	2019
Description of work:		
Replace old counter top with in-kind histori	c counter.	
■ Maintenance □ Rehabilitation/Restoration	on   Completed	Proposed
Building Feature: Kitchen interior painting		
Cost \$ \$600 (round to nearest do	ollar) Contract Year of Proposed Work Completion:	2019
Description of work:		
Paint kitchen interior and ceiling.		
☐ Maintenance	on   Completed	Proposed
Building Feature: Dining Room ceiling stud	cco texture	<del> </del>
Cost \$ \$300 (round to nearest do	ollar) Contract Year of Proposed Work Completion:	2019
Description of work:		
Work with drywall contractor to smooth our	t stucco texture on ceiling.	

PROPERTY ADDRESS: 2192 Cambridge Street	, Los Angeles, CA 90006	
Use this form to propose all preservation work necessary to remaintenance, restoration and replacement of historic features of new elements. Although modernization may be an import specifically capture the preservation work involved and not any apply to your property. Begin by listing recently completed pre to complete within the next ten years arranging in order of prior	on the property, <u>NOT modernization, remodels,</u> tant part of your rehabilitation project, this for thing else. Copy this page as necessary to include servation work (if applicable) and continue with	or construction rm is meant to le all items that
☐ Maintenance	☐ 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 texts	ure on ceiling.	
☐ Maintenance	☐ Completed	Proposed
Building Feature: Upstairs bathroom ceiling stucco text	ture	
Cost \$ \$200 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2019
Description of work:		
Work with drywall contractor to smooth out stucco texts	ure on ceiling.	
☐ Maintenance	☐ Completed	Proposed
Building Feature: Main floor bathroom replace floor 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 replac	e floor tile with an in-kind historic tile.	
☐ Maintenance	☐ Completed	Proposed
Building Feature: Main floor bathroom replace shower		
Cost \$ \$2,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2020
Description of work:		
Engage with a historic preservation consultant, to replace	e shower with an in-kind historic tile shower.	

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of t maintenance, restoration and replacement of historic features on the property, <u>NOT modernization, remodels, or of new elements</u> . Although modernization may be an important part of your rehabilitation project, this form specifically capture the preservation work involved and not anything else. Copy this page as necessary to include a apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with wo to complete within the next ten years arranging in order of priority.	construction is meant to Ill items that
☐ Maintenance	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: 2	020
Description of work:	
Continued cloth wiring replacement and new electrical panel.	
☐ Maintenance	Proposed
Building Feature: Dining Room support beam	
Cost \$ \$4,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2	021
Description of work:	
Insert new beam in dining room above bay window for 2nd floor support.	
☐ Maintenance	Proposed
Building Feature: Full front fence removal	
Cost \$ \$1,800 (round to nearest dollar) Contract Year of Proposed Work Completion: 2	022
Description of work:	
Removal of front iron fence and iron driveway gate and cinderblock pillar removal.	

PROPERTY ADDRESS:	2192 Cambridge Stree	t, Los Angeles, CA 9000	06		
maintenance, restoration ar of new elements. Although specifically capture the pres apply to your property. Begi	d replacement of historic features modernization may be an impo ervation work involved and not ar	rehabilitate the property. In this possion the property, <u>NOT modernizar</u> rtant part of your rehabilitation sything else. Copy this page as necesservation work (if applicable) and prity.	tion, remodels, project, this fo essary to includ	or co rm is de all	onstruction meant to items that
☐ Maintenance Ref	nabilitation/Restoration		] Completed		Proposed
Building Feature: Fron	t yard comprehensive landscap	e plan			
Cost \$ \$3,500	_ (round to nearest dollar)	Contract Year of Proposed Wor	rk Completion:	20	22
	e designer who has experience yard area after fence and gates	with historical preservation, to a sare removed.	create compre	hens	sive
☐ Maintenance ☐ Reh	abilitation/Restoration		] Completed		Proposed
Building Feature:					<del></del>
Cost \$	_ (round to nearest dollar)	Contract Year of Proposed Wor	k Completion:		
Description of work:					
☐ Maintenance ☐ Reh	abilitation/Restoration		l Completed		Proposed
Building Feature:					
Cost \$	_ (round to nearest dollar)	Contract Year of Proposed Wor	k Completion:		
Description of work:					
☐ Maintenance ☐ Reh	abilitation/Restoration		Completed		Proposed
Building Feature:			· · · · · · · · · · · · · · · · · · ·	<del> </del>	
Cost \$	(round to nearest dollar)	Contract Year of Proposed Wor	k 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

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 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.
- Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the at the street address 3600-3610 Country Club Dr. Los Angeles, California 90019 (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as Exhibit "A", and is incorporated herein by this reference.

- NA : (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. determined Contributing Property to be a Structure Country Club Park Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.
- (iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

## 1. Effective Date and Term of Agreement.

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

## 2. Renewal.

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

#### 3. Standards for Historical Property.

During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:

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

- regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.
- c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

## 4. Provision of Information of Compliance.

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

#### 5. Cancellation.

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

## 6. Enforcement of Agreement.

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

are available to the City to pursue in the event that there is a breach of this Agreement. No waiver of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

## 7. Binding Effect of Agreement.

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

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

### 8. Notice.

Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto.

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

:			
Deputy			Date
:			
VINCENT P. BERTONI, AICP, Dire	ector of Plann	ing	Date
	Ву:	ARTHER JUST	3/31/16
		Owner Signature*	ha Vint Frails To
		Larry Barker Yust, Trustee of t	me fusi ( aming in
		Print Name	Date
	By:	+1009 Mensy	5-31-16
	•	Owner Signature*	
		Clara Allegra Yust, Trustee of	the Yust Family 1
		Print Name	Date
	By:		
	- 7	Owner Signature*	
		Print Name	Date
PROVED AS TO FORM			
HAEL N. FEUER, City Attorney			

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 MAY 31, 2016 before me, SHEIBA RAJADAS, a  Date (here insert name and title of the officer)
Notary Public, personally appeared <u>LARRY BARKER</u> GUST AND
CLARA ALLEGRA YUST
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 ID NOTARY PUBLIC CALIFORNIA ID LOS ANGELES COUNTY MY COMM. EXP. MAY. 7, 2018
Signature:OPTIONAL
Description of Attached Document Title or Type of Document: <u>HIS TORICAL PROPERTY CONTRACT</u> Number of Pages: <u>(</u>
Document Date: Other:

## HISTORICAL PROPERTY CONTRACT APPLICATION FORM

## **OWNER INFORMATION** PROPERTY ADDRESS: 3600-3610 Country Club Dr. Los Angeles, CA 90019 OWNER(S) OF PROPERTY: Yust Family Trust, Clara and Larry Yust OWNER(S) MAILING ADDRESS: 500 S. Rossmore Ave., Los Angeles CA 90020 HOME TELEPHONE: (323) 934-4706 WORK TELEPHONE: (323) 394-8446 Mobile Telephone: \_\_\_\_\_ Alternate Telephone: (323) 936-7044 PROPERTY INFORMATION Legal Description: Tract: 496 BLOCK: 75 Lot: 19 ARB: Assessor Identification Number (AIN): 5081 - 015 - 019 COUNCIL DISTRICT NO.: 0 PROPERTY PURCHASE DATE: 7/1/2015 MOST RECENT ASSESSED VALUE: \$1,399,000 OWNER OCCUPIED: C YES ON USE: C SINGLE-FAMILY DWELLING OF 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? 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 C YES • NO BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPARTMENT? HISTORICAL SIGNIFICANCE ☐ HISTORIC-CULTURAL MONUMENT (HCM) HCM Number: \_\_\_\_\_ HCM Name: \_\_\_\_\_ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ) HPOZ NAME: Country Club Park → HISTORIC PROPERTY NAME: Lux Apartments ORIGINAL CONSTRUCTION DATE: 1923 ARCHITECT(s): Ray Alderson ARCHITECTURAL STYLE: Mediterranean Revival I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT. 2/22/16 2/22/16 OWNER SIGNATURE OWNER SIGNATURE DATE DATE Clara Yust Larry Yust PRINT NAME PRINT NAME

EXHIBIT "A"

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY	ADDRESS: 3600-3610	Country	Club	Drive
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☐ Maintenance ☐ Rehabilitation/Restoration	🗆 Completed 🖼 Proposed
Building Feature: garage doors	
Cost \$25,000 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2017
Replace 5 dilapidated garage  Description of work: hardware, possibly to match of building (3612-3616 Country 6	doors with historically appropriate doors and or complement the three originals on the neighboring
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed ■ Proposed
Building Feature: windows	
Cost \$5,000 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2017
Replace 6 historically inappropriet	priate fixed / jalousie windows visible from the street existing original windows. Others on the rear (sout)
■ Maintenance ■ Rehabilitation/Restoration	☐ Completed ■ Proposed
Building Feature: exterior stucco	
Cost \$20,000 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2018
Description of work: Restucco entire building and la	andscape walls.
■ Maintenance ■ Rehabilitation/Restoration	☐ Completed ■ Proposed
Building Feature: exterior paint	
Cost \$20,000 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2018
Paint entire building exterior — Description of work:	stucco walls, doors, windows and landscape walls.

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY	ADDRESS:	3600-3610 Country Club Drive	

☐ Maintenance	Rehabilitation/Restoration	□ Co	mpleted		Proposed
Building Feature: B	alusters		·		
Cost \$5,000	(round to nearest dollar)	Contract Year of Proposed Work Cor	mpletion:	2018	B
Description of work	New balusters and caps to replace height of 42".				
☐ Maintenance	■ Rehabilitation/Restoration	□ Coi	mpleted		Proposed
Building Feature:	anopies				
Cost \$4,000	(round to nearest dollar)	Contract Year of Proposed Work Cor	mpletion:	2018	3
	Remove four fiberglass canopies damage at each.				
☐ Maintenance	Rehabilitation/Restoration	ПС	mpleted		Proposed
	— Nellabilitation, Nestoration		inpieteu	=	•
Building Feature:	·				•
Building Feature: Lease \$7,000	·	Contract Year of Proposed Work Cor			
	(round to nearest dollar)	Contract Year of Proposed Work Corlerant Mediterranean landsca	mpletion:	2017	7
Cost \$7,000	andscaping(round to nearest dollar) Design and install new drought-to	Contract Year of Proposed Work Cor lerant Mediterranean landscansive plantings.	mpletion:	2017 repla	7
Cost \$7,000  Description of work	(round to nearest dollar)  Design and install new drought-to existing neglected and water-inter  Rehabilitation/Restoration	Contract Year of Proposed Work Cor lerant Mediterranean landscansive plantings.	mpletion: aping to	2017 repla	ace
Cost \$7,000  Description of work  Maintenance	(round to nearest dollar)  Design and install new drought-to existing neglected and water-inter  Rehabilitation/Restoration	Contract Year of Proposed Work Cor lerant Mediterranean landscansive plantings.	mpletion: aping to mpleted	2017 repla	7 ace Proposed
Cost \$7,000  Description of work  Maintenance  Building Feature:	(round to nearest dollar)  Design and install new drought-to existing neglected and water-inter  Rehabilitation/Restoration oncrete Path  (round to nearest dollar)	Contract Year of Proposed Work Corlerant Mediterranean landscansive plantings.	mpletion: aping to mpleted	2017 repla	7 ace Proposed

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 3600-3610 Country Club Drive Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, NOT modernization, 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. ■ Maintenance ■ Rehabilitation/Restoration ☐ Completed Proposed **Building Feature: Irrigation** Cost \$1,500 Contract Year of Proposed Work Completion: 2017 (round to nearest dollar) Install irrigation system with timers. Description of work: □ Maintenance Rehabilitation/Restoration ☐ Completed ☐ Proposed Building Feature: Landscape Lighting Cost \$2,000 Contract Year of Proposed Work Completion: 2018 (round to nearest dollar) Install LED landscape and exterior lighting to highlight the architecture and Description of work: provide additional security for tenants. Proposed □ Maintenance ☐ Completed Rehabilitation/Restoration Building Feature: Bathrooms Cost \$2,000-10,000 Contract Year of Proposed Work Completion: 2017 on (round to nearest dollar) Restore bathrooms with historically appropriate tile and finishes (to match original whenever possible), as units become available. □ Maintenance □ Rehabilitation/Restoration □ Completed Proposed Building Feature: Kitchens Cost \$5,000-15,000 Contract Year of Proposed Work Completion: 2017 on (round to nearest dollar) Restore kitchens with historically appropriate tile and finishes (to match original

Description of work: whenever possible), as units 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:

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HISTORICAL PROPERTY CONTRACT APPLICATION REVISED MARCH 2016 RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

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

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

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- 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

- 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.

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	Larry Barker Yust and Clara Allegra Yust, Trustees 500 S. Rossmore Ave.
	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.

:			
Deputy			Date
VINCENT P. BERTONI, AICP, Dire	ctor of Plann	ing	Date
		/ /	
	By:	ADOL- BAZKER	1/155 3/30/12
	•	Owner Signature*	
		Larry Barker Yust, Trustee	of the Yust Fam
		Print Name	Date
	D	Local Aldern la	5-31-10
	Ву:	Owner Signature*	- 11 20
		Clara Allegra Yust, Trustee	of the Yust Fa
		Print Name	 Date
	D		
	By:	Owner Signature*	
		-	
		Print Name	 Date
		Print Name	Date
		Print Name	Date
		Print Name	Date
ROVED AS TO FORM		Print Name	Date
		Print Name	Date
<b>ROVED AS TO FORM</b> HAEL N. FEUER, City Attorney		Print Name	Date

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 ANGECES }
On MAY 31, 2016 before me, SHEIBA RAJADAS, a (here insert name and title of the officer)
Notary Public, personally appeared <u>LARRY BARKER</u> GUST AND
CLARA ALLEGRA YUST
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.
certify under PENALTY OF PERJURY under the laws of the State of California that the oregoing paragraph is true and correct.
WITNESS my hand and official seal.  SHEIBA RAJADAS COMM. # 2063892 ON NOTARY PUBLIC CALIFORNIA LOS ANGELES COUNTY MY COMM. EXP. MAY. 7, 2018

Signature: Millianh Jana (Seal)
OPTIONAL
Description of Attached Document Title or Type of Document: HIS TORICAL PROPERTY CONTROL Number of Pages: 6-
Document Date: Other:

## HISTORICAL PROPERTY CONTRACT APPLICATION FORM

## OWNER INFORMATION PROPERTY ADDRESS: 3612-3616 Country Club Dr. Los Angeles, CA 90019 OWNER(S) OF PROPERTY: Yust Family Trust, Clara and Larry Yust OWNER(s) MAILING ADDRESS: 500 S. Rossmore Ave., Los Angeles CA 90020 HOME TELEPHONE: (323) 934-4706 WORK TELEPHONE: (323) 394-8446 ALTERNATE TELEPHONE: (323) 936-7044 MOBILE TELEPHONE: PROPERTY INFORMATION Legal Description: Tract: 496 BLOCK: 75 LOT: 18 ARB: Assessor Identification Number (AIN): 5081 - 015 - 018 COUNCIL DISTRICT NO.: 10 PROPERTY PURCHASE DATE: 7/1/2015 MOST RECENT ASSESSED VALUE: \$1, 299,000 OWNER OCCUPIED: TYPES NO USE: C SINGLE-FAMILY DWELLING MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? YES ○ No. 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 CYES . NO BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPARTMENT? HISTORICAL SIGNIFICANCE HISTORIC-CULTURAL MONUMENT (HCM) HCM Number: HCM Name: © CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPQZ) ARCHITECT(s): Arthur W. Hawes ORIGINAL CONSTRUCTION DATE: 1936 ARCHITECTURAL STYLE: French Revival I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND MEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT. 2/22/16 2/22/16 OWNER SIGNATURE OWNER SIGNATIVE DATE DATE Clara Yust Larry Yust

EXHIBIT "A"

PRINT NAME

PRINT NAME

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

DDODEDTV	ADDRESS: 3612-3616 Country	Club Drive
PROPERIT	ADDRESS: 00 12 00 10 00 analy	0.00 0.110

☐ Maintenance ■ Rehabilitation/Restoration	☐ Completed ■ Proposed
Building Feature: Balusters	
Cost \$10,000 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2018 ce broken balusters and to meet code required
☐ Maintenance ☐ Rehabilitation/Restoration	🗀 Completed 🗏 Proposed
Building Feature: Ironwork	
Cost \$5,500 (round to nearest dollar)  Replace/repair wrought iron hand Description of work:	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)  Description of work: Peplace existing neglected and was	Contract Year of Proposed Work Completion: 2017  lerant, terraced Mediterranean landscaping to ater-intensive plantings.
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed ■ Proposed
Building Feature: Irrigation	
Cost \$1,500 (round to nearest dollar)  Install irrigation system with timer  Description of work:	Contract Year of Proposed Work Completion: 2017 S.

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY	ADDRESS: 3612-3616 (	Country (	Club Drive

☐ Maintenance	Rehabilitation/Restoration	☐ Completed	Proposed
Building Feature:	arage Doors		
Cost \$20,000	(round to nearest dollar)  Replace dilapidated original door	Contract Year of Proposed Work Completion s with new wood doors designed to	
Description of work	<sup>c</sup> originals.	g	
☐ Maintenance	■ Rehabilitation/Restoration	☐ Completed	<b>■</b> Proposed
Building Feature: <u>M</u>	/indows		
Cost \$12,000	(round to nearest dollar)	Contract Year of Proposed Work Completion	2017
Description of work	Replace 12 historically inappropir cwood windows to match originals.	ate aluminum sliders and jalousie w	vindows with
☐ Maintenance	Rehabilitation/Restoration	☐ Completed	■ Proposed
	,	☐ Completed	■ Proposed
☐ Maintenance  Building Feature: E  Cost \$20,000	,	·	•
Building Feature: E	xterior stucco	Contract Year of Proposed Work Completion:	•
Building Feature: E	xterior stucco (round to nearest dollar)	Contract Year of Proposed Work Completion:	•
Building Feature: E  Cost \$20,000  Description of work	(round to nearest dollar)  Restucco entire building and lands:	Contract Year of Proposed Work Completion:	2018
Building Feature: E  Cost \$20,000  Description of work	(round to nearest dollar)  Restucco entire building and lands:	Contract Year of Proposed Work Completion:	2018  Proposed
Building Feature: Example 1	(round to nearest dollar)  Restucco entire building and lands:  Rehabilitation/Restoration  xterior Paint  (round to nearest dollar)  Paint entire building exterior – stu	Contract Year of Proposed Work Completion: scape walls.    Completed	2018  Proposed  2018

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

## PROPERTY ADDRESS: 3612-3616 Country Club Drive Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, NOT modernization, 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. □ Maintenance Rehabilitation/Restoration ☐ Completed Proposed **Building Feature:** Landscape Lighting Cost \$2,000 Contract Year of Proposed Work Completion: 2018 (round to nearest dollar) Install LED landscape and exterior lighting to highlight the architecture and Description of work: provide additional security for tenants. □ 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 historically appropriate tile and finishes (match original Description of work: existing whenever possible), as units become available. □ Maintenance ☐ Completed Proposed ■ Rehabilitation/Restoration Building Feature: Kitchens Cost \$5,000-15,000 Contract Year of Proposed Work Completion: 2017 on (round to nearest dollar) Description of work: Restore kitchens with historically appropriate tile and finishes, (match original existing whenever possible), as units become available. ☐ Rehabilitation/Restoration □ Completed ☐ Proposed ☐ Maintenance 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.

HISTORICAL PROPERTY CONTRACT APPLICATION REVISED MARCH 2016 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

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 sea.)

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 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.
- Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the at the street address 3620-3624 Country Club Dr, Los Angeles, California 90019 (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

- (iii) On : (a) the City Council of the City of Los Angeles pursuant to Section 22.171.10 of declared the Property Historic-Cultural Monument No. the Los Angeles Administrative Code (Council File No. Property determined be а Contributing the to Structure to Country Club Park Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.
- (iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

## 1. Effective Date and Term of Agreement.

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

## 2. Renewal.

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

## 3. Standards for Historical Property.

During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:

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

- regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.
- c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

## 4. Provision of Information of Compliance.

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

#### 5. Cancellation.

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

## 6. Enforcement of Agreement.

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

are available to the City to pursue in the event that there is a breach of this Agreement. No waiver of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

## 7. Binding Effect of Agreement.

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

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

#### 8. Notice.

Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto.

To City:		Los Angeles Department of City Planning 200 North Spring Street, Room 559 Los Angeles, California 90012 Attn: Historical Property Contracts Manager
To Owner:	Name	Larry Barker Yust and Clara Allegra Yust, Trustees
	Address	500 S. Rossmore Ave
	, ladi ess	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.

a		
By: Deputy		Date
3y:		
VINCENT P. BERTONI, AICP, Director of Pl	anning	Date
В	y: ARR BAIRER Owner Signature*	· / · · · · · · · · · · · · · · · · · ·
	Larry Barker Yust, Trustee	es of the Yu <b>s</b> t Fa
	Print Name	Date
В	y: Owner Signature*	5-31-1
	Clara Allegra Yust, Trustee	es of the Yust F
	Print Name	Date
В	y:	.,
	Owner Signature*	
	Print Name	Date
PPROVED AS TO FORM MICHAEL N. FEUER, City Attorney		
v:		

\* 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.

Deputy City Attorney, Office of the City Attorney

# 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 MAY 31, 2016 before me, SHEIBA RAJADAS , a (here insert name and title of the officer)
Notary Public, personally appeared LARRY BARKER GUST AND
CLARA ALLEGRA YUST
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 GOUNTY NOTAME PER MAY. 7, 2018
Signature: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: 3620-3624 Country Club Dr., Los Angeles, CA 90019 OWNER(s) OF PROPERTY: Yust Family Trust, Clara and Larry Yust OWNER(S) MAILING ADDRESS: 500 S. Rossmore Ave., Los Angeles CA 90020 HOME TELEPHONE: (323) 934-4706 WORK TELEPHONE: (323) 394-8446 MOBILE TELEPHONE: Alternate Telephone: (323) 936-7044 PROPERTY INFORMATION Legal Description: Tract: 496 Block: 75 Lot: 17 ARB: Assessor Identification Number (AIN): 5081 - 015 - 017 COUNCIL DISTRICT NO. 10 PROPERTY PURCHASE DATE: 7/1/2015 Most Recent Assessed Value: \$1,049,000 OWNER OCCUPIED: C YES ONO USE: C SINGLE-FAMILY DWELLING OF 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 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 ⟨ YES No. BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPARTMENT? HISTORICAL SIGNIFICANCE ☐ HISTORIC-CULTURAL MONUMENT (HCM) HCM Number: \_\_\_\_ HCM Name: \_\_\_\_ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ) HPOZ NAME: Country Club Park ✓ HISTORIC PROPERTY NAME: Lux Apartments ARCHITECT(s): Arthur W. Hawes ORIGINAL CONSTRUCTION DATE: 1936 ARCHITECTURAL STYLE: French Revival I AM (WEARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT. 2/22/16 2/22/16 OWNER SIGNATURE OWNER SIGNATURE DATE DATE Clara Yust Larry Yust

EXHIBIT "A"

**PRINT NAME** 

PRINT NAME

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY	ADDRESS: 3620-3624	Country	Club	Drive
----------	--------------------	---------	------	-------

■ Maintenance ■ Rehabilitation/Restoration	<b>⊠</b> Completed □ Proposed
Building Feature: Roof	
Cost \$7,920 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2016
Replaced section of roof that had Description of work:	
■ Maintenance ■ Rehabilitation/Restoration	■ Completed □ Proposed
Building Feature: Ironwork	
Cost \$2,500 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2016
Replaced missing sections of wro	
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed ■ Proposed
Building Feature: Garage doors	
Cost \$15,000 (round to nearest dollar)	
Description of work: Replace two garage doors with ne	ew doors designed to match the originals.
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed 🗏 Proposed
Building Feature: Windows	
Cost \$13,000 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2018
Replace 13 historically inappropri Description of work: wood windows to match originals	ate aluminum cliders and ialousie windows with

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

# PROPERTY ADDRESS: 3620-3624 Country Club Drive

Maintenance	Rehabilitation/Restoration		Completed		Proposed
Building Feature:	aint		,,		
Cost \$25,000	(round to nearest dollar)	Contract Year of Proposed Work	Completion:	2018	В
Description of wor	Paint entire building exterior – stuk:				
☐ Maintenance	■ Rehabilitation/Restoration		Completed		Proposed
Building Feature: B	alusters				
Cost \$11,000	(round to nearest dollar)	Contract Year of Proposed Work	Completion:	2018	3
Description of worl	New balusters and caps to replace. height of 42".				
☐ Maintenance	■ Rehabilitation/Restoration		Completed	8	Proposed
Building Feature:	andscaping				
Cost \$7,000	(round to nearest dollar)	Contract Year of Proposed Work	Completion:	2017	7
Description of worl	Design and install new drought-to replace existing neglected and wa		nean lands	scapi	ng to
■ Maintenance	Rehabilitation/Restoration		Completed		Proposed
Building Feature: <u>  Ir</u>	rigation				
Cost \$1,500	(round to nearest dollar)	Contract Year of Proposed Work	Completion:	2017	7
Description of work	Install irrigation system with timer				

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed	Proposed
Building Feature: Landscape lighting		and the state of t
Cost \$2,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2018
	or lighting to highlight the architecture	
■ Maintenance ■ Rehabilitation/Restoration	☐ Completed	■ Proposed
Building Feature: Fencing		
Cost \$8,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2018
New wrought iron fencing along s  Description of work: link fence.	outh side of property to replace exist	
☐ Maintenance ■ Rehabilitation/Restoration	☐ Completed	■ Proposed
Building Feature: Bathrooms		
Cost \$2,000-10,000 (round to nearest dollar)		2017 on
Description of work: existing whenever possible), as u	ly approriate tile and finishes, (match nits become available.	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	approriate tile and finishes, (match o nits become available.	riginal

## 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.

HISTORICAL PROPERTY CONTRACT APPLICATION REVISED MARCH 2016

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

reference.

Todd Grabarsky

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

	(PRINT NAME OF EACH OW	NER AS LISTED ON TITLE)	<i>_1</i>
	FOR THE PRESERVATIO	N AND BENEFIT OF THE	
	HISTORIC-CULTURA	AL MONUMENT OR	
	CONTRIBUTING STRUCTUR	RE PROPERTY LOCATED AT	
	1216 / 1218 S. Crescent Heights Blvd., Los	Angeles, CA 90035	
	(L.A.M.C. SECTION	NS 19.140, et seq.)	• •
TILLE AC	CDEENAENT is made and automod into this	day of	2016 by and
THIS AC	GREEMENT is made and entered into this ${}$	day of	2016, by and
	n the CITY OF LOS ANGELES, a municipal co		
Todd Gral	•	·	
	NAME OF EACH OWNER AS LISTED ON TITLE		as the Owner J.
<b>1</b>	NAME OF EACH OWNER AS EISTED ON TITLE	1	
	WITNE	SSETH:	
(i)	California Government Code Sections 50280 the owners of qualified historical properties of such historical properties so as to ret significance.	to provide for the use, mainten	nance and restoration
(ii)	Owner possesses fee title in and to that cert	ain real property, together with	associated structures
<b>\1</b>			
	and improvements thereon, commonly know	wn as the Michel Residence	and located

(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

- (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

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:

		Date
Deputy		Date
/INICENT D. DEDTONI, AICD. Dimentor of Di-		D-4-
VINCENT P. BERTONI, AICP, Director of Pla	anning	Date
Ву	v. I. / MMY	
	Owner Signature*	
	Todd Grabarsky	5/20
	Print Name	/ Dat
Ву	<i>y</i> :	
	Owner Signature*	
	Print Name	Dat
Ву	<b>/:</b> Owner Signature*	
	Print Name	 Dat
OVED AS TO FORM		
AEL N. FEUER, City Attorney		

## **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.

attached, and not the truthfulness, accuracy, or validity of that document.
State of California County of
On MAY 20, 2016 before me, DILIP C. PATEL "NOTARY PUBLIC"
(insert name and title of the officer)
personally appeared ToDD GRABARSKY
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.  DILIP C. PATEL COMM. #2127814 00 NOTARY PUBLIC - CALIFORNIA O LOS ANGELES COUNTY
Signature (Seal)

See attached "HISTORICAL PROPERTY CONTRACT"

## HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION				•
PROPERTY ADDRESS: 1216 S. Crescent Heights	s Blvd.; Los A	Angeles, CA 90035		
OWNER(S) OF PROPERTY: Todd Grabarsky				
OWNER(s) MAILING ADDRESS: 1216 S. Crescer	nt Heights Bl	vd.; Los Angeles, CA 90035		
HOME TELEPHONE: (310) 779-9729		Work Telephone:		****
MOBILE TELEPHONE: <u>(310)</u> 779-9729	<del></del>	ALTERNATE TELEPHONE:	1 100 selection described to 10 10 10 10 10 10 10 10 10 10 10 10 10	
OWNER(s) EMAIL: todd.grabarsky@gmail.con	n	ALTERNATE EMAIL:		
PROPERTY INFORMATION				
Legal Description: TRACT: 7603		ВLOCK: <u>none</u> Lot: <u>464 + 465</u> A	RB: <u>none</u>	
Assessor Identification Number (AIN): 5087	- 016	- <u>026</u> Council Dis	TRICT NO.: <u>5</u>	
PROPERTY PURCHASE DATE: 8/29/2014	Mos	T RECENT ASSESSED VALUE: \$1,089,500.00	# # # # # # # # # # # # # # # # # # #	
OWNER OCCUPIED: © YES C NO U	JSE: CSING	LE-FAMILY DWELLING • MULTI-FAMILY/ CO	MMERCIAL/ INDU	JSTRIAL
Addresses for all other property owned w Separate sheet of paper, labeled "Attachmi			← YES	<b>(</b> € NA
TAXES ON ALL PROPERTY OWNED WITHIN THE CI			(• YES	⊂ No
ARE THERE ANY OUTSTANDING ORDERS TO COMBUILDING AND SAFETY OR THE LOS ANGELES HO	•		Ċ YES	No
HISTORICAL SIGNIFICANCE				
☐ HISTORIC-CULTURAL MONUMENT (HCM)				
HCM NUMBER: HCM NAME:				
● CONTRIBUTOR TO A HISTORIC PRESERVATION	ON OVERLAY?	ZONE (HPOZ)		
HPOZ NAME: South Carthay		HISTORIC PROPERTY NAME: The Michel Re	esidence	
ORIGINAL CONSTRUCTION DATE: 1933				·
ARCHITECTURAL STYLE: Spanish Colonial Reviv	al			
I AM (WE ARE) THE PRESENT OWNER(S) OF THE	PROPERTY D	ESCRIBED ABOVE AND HEREBY APPLY FOR	AN HISTORICAL	
PROPERTY-CONTRACT.	0 / 0 0 / 0 0			
	2/23/16			
OWNER SIGNATURE	DATE	Owner Signature	DAT	īΕ
Todd Grabarsky				
PRINT NAME		PRINT NAME		

EXHIBIT "A"

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.

☐ Maintenance	Rehabilitation/Restoration	☐ Completed	<b>■</b> Proposed
Building Feature:	Chimneys		
Cost \$ 16,000		Contract Year of Proposed Work Completion:	2017
Description of work		s in both units of duplex from 1994 No ireboxes, smoke chambers, fix cracks	orthridge
■ Maintenance	☐ Rehabilitation/Restoration	☐ Completed	<b>■</b> Proposed
Building Feature: C	Chimneys		
	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2018
Description of work		storic preservation experience to inspendent integrity and seismic damage	
■ Maintenance	☐ Rehabilitation/Restoration	☐ Completed	■ Proposed
Building Feature:	oundation		
Cost \$ 4,000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2018
Description of work		reservation experience to inspect and evaluat a safety and preservation schedule for future v	e foundation of
☐ Maintenance	Rehabilitation/Restoration	☐ Completed	■ Proposed
Building Feature:	oundation		
Cost \$ 10,000		Contract Year of Proposed Work Completion:	2019
Description of work	Bolt foundation according to structure plan	ctural engineer's rehabilitation and p	reservation

HISTORICAL PROPERTY CONTRACT APPLICATION
REVISED MARCH 2016

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

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

☐ Maintenance	Rehabilitation/Restoration	☐ Completed	■ Proposed
Building Feature:	Roof		
Cost \$ 6,500	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2020
Description of work	Redo the current roofing to ensu flashing	re a continuous waterproof layer and	maintain
☐ Maintenance	■ Rehabilitation/Restoration	☐ Completed	■ Proposed
Building Feature:	Roof		
Cost \$ 5,000	(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)	to the greatest extent feasible; where nees possible (concentrating on original tile at	ded, match area facing
☐ Maintenance	Rehabilitation/Restoration	☐ Completed	■ Proposed
Building Feature:	andscape / site		
Cost \$ 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	litions,
■ Maintenance	■ Rehabilitation/Restoration	☐ Completed	■ Proposed
Building Feature:	andscape / site		
Cost \$ 12,000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2021
Description of work		ndscape revival plan including: removing/reversities and designing to buildings; and designing	

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

■ Maintenance	■ Rehabilitation/Restoration	☐ Completed	■ Proposed
Building Feature:	Sarage		
Cost \$ 3,000	(round to nearest dollar)	Contract Year of Proposed Work Completion	2022
Description of work	Engage structural engineer with histo foundation of garage to make recommendation work.	ric preservation experience to inspect a nendations for a safety and preservation	nd evaluate n schedule for
☐ Maintenance	■ Rehabilitation/Restoration	☐ Completed	■ Proposed
Building Feature:	Sarage		
9 000	(round to nearest dollar)	Contract Year of Proposed Work Completion	2022
Description of work	Bolt foundation and implement ot to structural engineer's rehabilitat	her rehabilitation recommendations tion and preservation plan	according
☐ Maintenance	■ Rehabilitation/Restoration	☐ Completed	<b>■</b> Proposed
Building Feature:	arage		
Cost \$ 5,000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2022
Description of work	Rehabilitate garage doors facade	and stucco exterior according to hi	
☐ Maintenance	■ Rehabilitation/Restoration		
☐ Maintenance	■ Rehabilitation/Restoration	and stucco exterior according to hi	storic nature
☐ Maintenance  Building Feature: ☐		and stucco exterior according to hi	storic nature  ■ Proposed

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

☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed	Proposed
Building Feature: External Staircases		
Cost \$ 2,500 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2024
Description of work: Retain structural engineer with historic external staircases leading to upsta	oric preservation experience to analyze s irs duplex unit, and devise historic prese	tructure of rvation plan
☐ Maintenance	☐ Completed	■ Proposed
Building Feature: External Staircases		
Cost \$ 8,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2024
Description of work: Retain and rehabilitate existing of where needed; rehabilitate safety	concrete on stairs; replace in-kind cor	
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed	■ Proposed
Building Feature: Interiors		
Cost \$ 4,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2025
Description of work: Retain historic preservation designment devise a historic preservation pla	•	flooring to
☐ Maintenance	☐ Completed	<b>■</b> Proposed
Building Feature: Interiors		
Cost \$ 12,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2025
Description of work: Refinish original hardwood flooringus	ing historically accurate materialsin both u	nits of duplex;

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

	D Databilitation (Database)			D 0			
☐ Maintenance	Rehabilitation/Restoration	☐ Com	pleted	■ Proposed			
Building Feature:	Plumbing Systems						
<sub>Cost \$</sub> 5,000	(round to nearest dollar)	Contract Year of Proposed Work Comp	pletion: _	2026			
Description of work: Complete comprehensive inspection of all plumbing systems (in both units) to determine and address water leakage causes and issues							
☐ Maintenance	■ Rehabilitation/Restoration	☐ Com	pleted	■ Proposed			
Building Feature: Plumbing and Electrical Systems							
Cost \$ 18,000	(round to nearest dollar)	Contract Year of Proposed Work Comp	pletion: _	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	☐ Com	pleted	☐ Proposed			
Building Feature:							
Cost \$	(round to nearest dollar)	Contract Year of Proposed Work Comp	pletion: _				
Description of work	K:						
☐ Maintenance	☐ Rehabilitation/Restoration	☐ Com <sub> </sub>	pleted	☐ Proposed			
Building Feature:							
Cost \$	(round to nearest dollar)	Contract Year of Proposed Work Comp	pletion: _				
Description of work	C.						

## 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.

HISTORICAL PROPERTY CONTRACT APPLICATION REVISED MARCH 2016 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

	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.)	
betwee	OREEMENT is made and entered into this day of	o as the "City") and
	WITNESSETH:	
(i)	California Government Code Sections 50280, et seq. authorize cities to enter the owners of qualified historical properties to provide for the use, maintena of such historical properties so as to retain their characteristics as propsignificance.	nce and restoration
(ii)	Owner possesses fee title in and to that certain real property, together with a and improvements thereon, commonly known as the <a href="Welfer Residence">Welfer Residence</a> at the street address <a href="4784 Cromwell Avenue">4784 Cromwell Avenue</a> , Los Angeles, California (hereinafter such property shall be referred to as the "Property"). A legal	and located 90027 I description of the
	Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referr for the Property is attached hereto, marked as <b>Exhibit "A"</b> , and is incorpor reference.	·

(iii)	On		May 2	5 <u>20</u>	16:	(a) the	City	Council	of the	City of	Los	<b>Angeles</b>
	declared th	ne Prope	rty Historic-Cultu	ral M	lonum	ent No.	TBD	purs	uant to	Section	22.1	71.10 of
	the Los Ar	ngeles A	dministrative Co	de	(Cound	cil File N	۷o	1	6 _ 0266	);	or,	(b) The
	Property	was	determined	to	be	а	Cor	ntributing	Str	ucture	to	the
		N/A		_ His	toric	Preserva	ation	Overlay	Zone	pursuant	to	Section
	12.20.3 of	the Los A	ngeles Municipa	l Cod	e.							

(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

Address 4784 Cromwell Avenue

Los Angeles, CA 90027

### 9. General Provisions.

a. None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors or assigns, nor

- shall such terms, provisions or conditions cause them to be considered joint venturers or members of any joint enterprise.
- b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.
- c. All of the agreements, rights, covenants, reservations and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Property, whether by operation of law or in any manner whatsoever.
- d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.
- e. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be effected thereby.
- **f.** This Agreement shall be construed and governed in accordance with the laws of the State of California.

### 10. Recordation.

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

### 11. Amendments.

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

### 12. Fees.

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

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

THE CITY OF LOS ANGELES, a municipal corporation of the City Of LOS ANGELES, a municipal corporation of the City Of Los Angeles, a municipal corporation of the City Of Los Angeles, a municipal corporation of the City Of Los Angeles, a municipal corporation of the City Of Los Angeles, a municipal corporation of the City Of Los Angeles, a municipal corporation of the City Of Los Angeles, a municipal corporation of the City Of Los Angeles, a municipal corporation of the City Of Los Angeles, a municipal corporation of the City Of Los Angeles, and the City Of Los Angeles, a municipal corporation of the City Of Los Angeles, and the City Of Los Angeles,			
By:			
Deputy		Date	
Ву:			
VINCENT P. BERTONI, AICP, Director of Plan	nning // // // // // // // // // // // // //	Date	
Ву	: Juliania Signature*		Sec
	Richard O. Magram		SEC Atlached Aermadedgment
	Print Name	Date	······································
Ву	Owner Signature*	<del> </del>	
	Print Name	 Date	
Ву:	Owner Signature*		
	Print Name	Date	
APPROVED AS TO FORM MICHAEL N. FEUER, City Attorney			

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.

- At the second	
A notary public or other officer completing this certificat document to which this certificate is attached, and not the	e verifies only the identity of the individual who signed the truthfulness, accuracy, or validity of that document.
State of California )  County of Los Angeles )	
On Nord 18 2016 before me, Edna Date personally appeared RICHARD O. M.	Here Insert Name and Title of the Officer  (NO) Van  Name(s) of Signer(s)
	Name(s) of Signer(s)
subscribed to the within instrument and acknowled	evidence to be the person(s) whose name(s) (s/are) edged to me that (ne/she/they executed the same in s/her/their signature(s) on the instrument the person(s), ed, executed the instrument.
C	certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
Commission # 2021658 Notary Public - California	Signature Signature of Notary Public
Place Notary Seal Above	
Though this section is optional, completing this is	IONAL  Information can deter alteration of the document or form to an unintended document.
Description of Attached Document  Title or Type of Document: Hittorical Profest  Number of Pages: Signer(s) Other Than	Named Above:
Capacity(ies) Claimed by Signer(s)  Signer's Name:  Corporate Officer — Title(s):  Partner — Limited General Individual Attorney in Fact Trustee Guardian or Conservator Other:  Signer Is Representing:	Signer's Name:  Corporate Officer — Title(s):  Partner — Limited General Individual Atterney in Fact Trustee Guardian or Conservator Other: Signer Is Representing:
oigner is nepresenting.	Signal is haplescritting.

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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: <u>(</u> 310) 850-6875
MOBILE TELEPHONE: <u>(310)</u> 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	- <u>027</u> COUNCIL DISTRICT NO.: <u>4</u>
PROPERTY PURCHASE DATE: 12/6/2006 Most F	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 SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUI	● YES ( NA
TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGE	ELES ARE PAID TO DATE?
ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM THE BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPARTM	Ĉ YES . ♥ No
HISTORICAL SIGNIFICANCE	
☐ HISTORIC-CULTURAL MONUMENT (HCM)	
HCM NUMBER: HCM NAME: Welfer Reside	nce
CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZO	NE (HPOZ)
HPOZ NAME: H	ISTORIC PROPERTY NAME:
ORIGINAL CONSTRUCTION DATE: 1922 ARC	снітест(s): Adolph F. Leicht
ARCHITECTURAL STYLE: Spanish Colonial Revival	
I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DES	CRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL
510000 0 1110 gram 2/16/16	
OWNER SIGNATURE DATE	OWNER SIGNATURE DATE
Richard O. Magram	
PRINT NAME	PRINT NAME

EXHIBIT "A"

Revised November 2015

### REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 4784 Cromwell Avenue, Los Angeles, CA 90	0027
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■ Maintenance □ Rehabilitation/Restoration		
•	■ 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		
■ Maintenance □ Rehabilitation/Restoration	■ Completed	☐ Proposed
Building Feature: Plumbing hardware in dow	nstairs bath.	
Cost \$472.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2014
Description of work: Replace corn out plumbing fixtur		
☐ Maintenance	<b>■</b> Completed	☐ Proposed
·	<b>■</b> Completed	☐ Proposed
□ Maintenance ■ Rehabilitation/Restoration  Building Feature: Dining room windows.  Cost \$ 975.00 (round to nearest dollar)		
Building Feature: Dining room windows.	Contract Year of Proposed Work Completion:	2015
Building Feature: Dining room windows.  Cost \$975.00 (round to nearest dollar)  Description of work: Replace jalousie windows in dini windows per original architectural  Maintenance	Contract Year of Proposed Work Completion:	2015
Building Feature: Dining room windows.  Cost \$975.00 (round to nearest dollar)  Description of work: Replace jalousie windows in dini windows per original architectural  Maintenance	Contract Year of Proposed Work Completion:  ng room with correct single-glaze cas	2015 sement
Building Feature: Dining room windows.  Cost \$975.00 (round to nearest dollar)  Description of work: Replace jalousie windows in dini windows per original architectura	Contract Year of Proposed Work Completion:  ng room with correct single-glaze cas I plans.    Completed	2015 sement

### REHABILITATION/RESTORATION/MAINTENANCE PLAN

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

☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed <b>目</b> Proposed
Building Feature: Asphalt flat roof.	
Cost \$ 20,000.00 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2017
Description of work: Replace asphalt flat roof, which	
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed
Building Feature: French drain system.	
Cost \$ 5,000 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2018
Description of work: Install French drain system in fro foundation.	nt of house to prevent water from entering
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed <b>■</b> Proposed
Building Feature: Master bedroom windows.	
Cost \$ 3,500.00 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2019
Description of work: Remove aluminum windows and wooden windows following origin	
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed 🛢 Proposed
Building Feature: Master bedroom central wi	ndow.
Cost \$ 3,000.00 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2019
	Contract rear of Proposed Work Completion.

### REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 4784 C	Cromwell Avenue, Los	Angeles, CA	90027
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☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed	■ Proposed
Building Feature: Guest bedroom sliding bald	cony door.	******************************
Cost \$5,000.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2020
Description of work: Convert existing sliding aluminum wooden French doors.	n door to a set of period-correct sing	le-glazed
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed	■ Proposed
Building Feature: Stucco around replaced be	droom door.	
Cost \$ 3,000.00 (round to nearest dollar)		2020
Description of work: Repair stucco around newly insta bedroom balcony door to match		guest
☐ Maintenance ■ Rehabilitation/Restoration	☐ Completed	
	Li Completed	Proposed
Building Feature: Exterior paint	Completed	■ Proposed
Building Feature: Exterior paint  Cost \$ 20,000.00 (round to nearest dollar)		
Cost \$ 20,000.00 (round to nearest dollar)		
Cost \$ 20,000.00 (round to nearest dollar)  Description of work: Repaint exterior of house.  Maintenance  Rehabilitation/Restoration	Contract Year of Proposed Work Completion:	
Cost \$ 20,000.00 (round to nearest dollar)  Description of work: Repaint exterior of house.  Maintenance  Rehabilitation/Restoration	Contract Year of Proposed Work Completion:	2021
Cost \$ 20,000.00 (round to nearest dollar)  Description of work: Repaint exterior of house.	Contract Year of Proposed Work Completion:    Completed  OWS.	2021

### REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 4784	Cromwell Avenue,	Los Angeles,	CA	90027
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☐ Maintenance	☐ Completed	■ Proposed
Building Feature: First floor bathroom jalousie	e windows.	
Cost \$ 1,500.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2022
Description of work: Replace first floor bathroom jalou wooden windows per original arc		ıle-glazed
☐ Maintenance ■ Rehabilitation/Restoration	☐ Completed	■ Proposed
Building Feature: Upper hallway jalousie wine	dows.	
Cost \$ 3,000.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2023
Description of work: Replace large hallway jalousie w wooden windows per original arc		zed
☐ Maintenance ■ Rehabilitation/Restoration	☐ Completed	Proposed
Building Feature: Second floor bathroom jalo	usie windows.	
Cost \$ 1,500.00 (round to nearest dollar)		2023
Description of work: Replace second floor bathroom ja single-glazed wooden windows p		
■ Maintenance □ Rehabilitation/Restoration	☐ Completed	■ Proposed
Building Feature: Hardwood floors for entire	house.	
Cost \$ 8,000.00 (round to nearest dollar)		2024
Description of work: Gently sand and restore hardwood	od floors throughout entire house.	

### REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 4784 Cromwell Avenue, Los Angeles, (	CA	90027
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☐ Maintenance	☐ Completed <b>■</b> 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 <b>■</b> 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 house where
☐ Maintenance ■ Rehabilitation/Restoration	☐ Completed <b>■</b> Proposed
Building Feature: HVAC	
Cost \$ 25,000.00 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2027
Description of work: Replace aging heating system ar	nd furnace and install air-conditioning.
■ 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.
- **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

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

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

(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 between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and 5715 - 5717 N. Figueroa, 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.
- 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 5715 5717 N. Figueroa St. Los Angeles, California 90042 (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as Exhibit "A", and is incorporated herein by this reference.

(iii)	On			,	: (	a) the	e City	Council	of the	City of	Los	Angeles
	declared t	he Prope	rty Historic-Cultu	ıral M	onumer	nt No.		pursi	uant to	Section	22.17	71.10 of
	the Los A	ingeles A	dministrative Co	ode (	Council	File	No			);	or,	(b) The
	Property	was	determined	to	be	а	Con	tributing	St	ructure	to	the
	Highlan	nd Park -	Garvanza	_ His	toric Pr	eserv	ation	Overlay	Zone	pursuant	to	Section
	12 20 3 of	the Los A	ngeles Municina	al Code	P							

(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	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.

By:	
Deputy	Dat
Ву:	
VINCENT P. BERTONI, AICP, Director of Plann	ing Dat
Ву:	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
Ву:	Owner Signature*
	Print Name Da
APPROVED AS TO FORM MICHAEL N. FEUER, City Attorney	
By:	Date

<sup>\*</sup> 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 29 , 2016 before me, C. GUZMAN, NOT appeared to me on the basis of satisfactory evidence to be the person(s) we subscribed to the within instrument and acknowledged to me that same in his/her/their authorized capacity(ies), and that by his/her instrument the person(s), or the entity upon behalf of which the instrument.	who proved hose name(s) is/are at he/she/they executed the r/their signature(s) on the
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)	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.

\$2,000,000 amaany.
5715 - 5717 N. Figueroa, LLC  1. NAME:
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: Highland Park - Garvanza
5. TAX ASSESSED VALUATION (Attach a copγ of your most recent tax bill): \$ 3,400,000
<b>6. EXEMPTION CRITERION:</b> Granting the exemption will assist in the preservation of a structure that would otherwis be in danger of demolition, substantial alteration or relocation. <i>A Historic Structure Report prepared for the property is attached.</i>
I, 5715 - 5717 N. Figueroa, LLC owner of the structure referenced above apply for exemptio
from the limitations contained in L.A.A.C. §19.142. I certify, under the penalty of perjury, that the informatio
attached and provided above is accurate. Executed this day of . 2016
attached and provided above is accurate. Executed this  Los Angeles at
attached and provided above is accurate. Executed this Los Angeles at, California, California, California, California, California, California, California
attached and provided above is accurate. Executed this Los Angeles  at
attached and provided above is accurate. Executed this  Los Angeles at

### HISTORICAL PROPERTY CONTRACT APPLICATION FORM

# OWNER INFORMATION PROPERTY ADDRESS: 5715 - 5717 N. Figueroa St. Los Angeles, CA 90042 OWNER(S) OF PROPERTY: 5715 - 5717 N. Figueroa, LLC OWNER(S) MAILING ADDRESS: 530 S. Hewitt St. Los Angeles, CA 90013 HOME TELEPHONE: \_\_\_\_\_\_ WORK TELEPHONE: 213.405.9784 ext 103 MOBILE TELEPHONE: 323.336.2917 ALTERNATE TELEPHONE: 213.405.9784 ext 102 PROPERTY INFORMATION Ralph Rogers -BLOCK: None LOT: 18 & 19 ARB: None Subdivision Legal Description: TRACT: \_\_\_ Block 4 Highland Park Assessor Identification Number (AIN): 5492 - 001 - 015 COUNCIL DISTRICT NO.: 1 PROPERTY PURCHASE DATE: 10/16/2015 MOST RECENT ASSESSED VALUE: \$3,400,000 OWNER OCCUPIED: USE: SINGLE-FAMILY DWELLING MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL YES No ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A 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? YES No ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM THE LOS ANGELES DEPARTMENT OF YES No BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPARTMENT? HISTORICAL SIGNIFICANCE HISTORIC-CULTURAL MONUMENT (HCM) HCM Number: \_\_\_\_\_ HCM Name: \_\_\_\_\_ CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ) HPOZ NAME: Highland Park-Garvanza HISTORIC PROPERTY NAME: Frank's Camera Building ORIGINAL CONSTRUCTION DATE: 1928 ARCHITECT(S): John G. Fleming ARCHITECTURAL STYLE: Streamline Classical I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT. 02/21/2016 OWNER SIGNATURE 5715 - 5717 N. Figueroa, LLC OWNER SIGNATURE DATE

**EXHIBIT "A"** 

PRINT NAME

Its Manager: 5715 - 5717 N. Figueroa Manager, LLC Its Manager: Engine Real Estate, LLC

PRINT NAME David Walker - Managing Member

5715-5717 N. Figueroa Street, PROPERTY ADDRESS:	Los Angeles, CA
Use this form to propose all preservation work necessary to refmaintenance, restoration and replacement of historic features of new elements. Although modernization may be an importable specifically capture the preservation work involved and not anytapply to your property. Begin by listing recently completed presto complete within the next ten years arranging in order of priori	on the property, <u>NOT modernization, remodels, or construction</u> ant part of your rehabilitation project, this form is meant to thing else. Copy this page as necessary to include all items that ervation work (if applicable) and continue with work proposed
☐ Maintenance ☐ Rehabilitation/Restoration  Structural system  Building Feature:	☐ Completed ■ Proposed
612,600 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2016 frames on basement, first floor, and second Floor diaphrams. Excavate, Repour, underpin
☐ Maintenance ☐ Rehabilitation/Restoration  Exterior walls  Building Feature:	☐ Completed ■ Proposed
12,000  Cost \$(round to nearest dollar)  Repair, reseal, and clean brick are possible, pressure washing the control of work:	Contract Year of Proposed Work Completion: 2016 and cast concrete as needed (using gentlesting at less than 400 psi).
☐ Maintenance ☐ Rehabilitation/Restoration  Windows with existing sash  Building Feature:	☐ Completed ☐ Proposed
20,000  Cost \$ (round to nearest dollar)  Description of work: Repair existing historic window save replacement sash to match existi Windows in clerestory.	Contract Year of Proposed Work Completion: 2016  ash to maximum extent feasible. Any ng. Remove any existing security grills. Repair
☐ Maintenance ■ Rehabilitation/Restoration Plumbing Building Feature:	☐ Completed ■ Proposed
70,000  Cost \$ (round to nearest dollar)  Repair and Replace plumbing sy  Description of work:	

5715-5717 N. Figueroa Street, PROPERTY ADDRESS:	Los Angeles, CA
Use this form to propose all preservation work necessary to remaintenance, restoration and replacement of historic features of new elements. Although modernization may be an import specifically capture the preservation work involved and not any apply to your property. Begin by listing recently completed presto complete within the next ten years arranging in order of prior	on the property, <u>NOT modernization, remodels, or construction</u> ant part of your rehabilitation project, this form is meant to thing else. Copy this page as necessary to include all items that servation work (if applicable) and continue with work proposed
☐ Maintenance ☐ Rehabilitation/Restoration  Roof  Building Feature:	☐ Completed ■ Proposed
70,000  Cost \$ (round to nearest dollar)  Repair and Replace  Description of work:	Contract Year of Proposed Work Completion:
☐ Maintenance ☐ Rehabilitation/Restoration  MEP systems  Building Feature:	☐ Completed ● Proposed
354,800 Cost \$ (round to nearest dollar) Inspect mechanical, electrical, and Description of work: ensure functionality and safety.	Contract Year of Proposed Work Completion: 2016  nd plumbing systems, including elevator, to Make repairs as needed.
☐ Maintenance ☐ Rehabilitation/Restoration Fire Sprinkler Systems Building Feature:	☐ Completed <b>@</b> Proposed
45,000 Cost \$ (round to nearest dollar) Description of work: Update and improve fire sprinkle	Contract Year of Proposed Work Completion: 2016 r systems and life safety systems
☐ Maintenance ☐ Rehabilitation/Restoration  Elevator  Building Feature:	☐ Completed   ● Proposed
170,000 Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion: 2016

PROPERTY ADDRESS:	t, Los Angeles, CA	
Use this form to propose all preservation work necessary to remaintenance, restoration and replacement of historic features of new elements. Although modernization may be an imporpecifically capture the preservation work involved and not an apply to your property. Begin by listing recently completed proportion of the preservation work involved and not an apply to your property. Begin by listing recently completed property in the next ten years arranging in order of prices.	on the property, NOT modernization, remodels, or constant part of your rehabilitation project, this form is mything else. Copy this page as necessary to include all ite eservation work (if applicable) and continue with work preservation work (if applicable).	truction leant to ms that
☐ Maintenance ☐ Rehabilitation/Restoration Storefront and bulkheads	☐ Completed <b>■</b> Pr	oposed
Building Feature:  40,000  Cost \$ (round to nearest dollar)  Construct new storefronts while Description of work: to maximum extent feasible.	Contract Year of Proposed Work Completion:	
☐ Maintenance ☐ Rehabilitation/Restoration  Wood Floors  Building Feature:	☐ Completed ■ Pro	oposed
12,500  Cost \$ (round to nearest dollar)  Retain and repair existing wood  Description of work:	Contract Year of Proposed Work Completion:	<u>طا ۵</u>
☐ Maintenance ☐ Rehabilitation/Restoration  Interior walls  Building Feature:	☐ Completed ● Pro	oposed
20,000 Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion: 20 cinterior walls as needed (using gentlest meaess than 400 psi.	
☐ Maintenance ☐ Rehabilitation/Restoration  Tin ceilings  Building Feature:	☐ Completed ■ Pro	oposed
5,500 Cost \$ (round to nearest dollar)  Retain and repair existing tin ce	Contract Year of Proposed Work Completion: 2	16

### 5715-5717 N. Figueroa Street, Los Angeles, CA PROPERTY ADDRESS: Use this form to propose all preservation 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 □ Maintenance Frank's Camera roof and projecting wall signs **Building Feature:** \_\_ (round to nearest dollar) Contract Year of Proposed Work Completion: 2016 & 2017 Retain, repair, and clean as needed existing Frank's Camera roof and projecting Description of work: wall signs. ■ Maintenance ☐ Rehabilitation/Restoration ☐ Completed Proposed Exterior walls Building Feature:\_\_ 5.000 every 5 ve. (round to nearest dollar) Contract Year of Proposed Work Completion: Clean exterior walls using gentlest means possible, pressure washing at less Description of work: than 400 psi. ☐ Rehabilitation/Restoration ☐ Completed Proposed ■ Maintenance Gutters and downspouts Building Feature: annually 800 Cost \$ (round to nearest dollar) Contract Year of Proposed Work Completion: Clean gutters and downspouts as needed to ensure ongoing operability ☐ Rehabilitation/Restoration ☐ Completed Proposed ■ Maintenance Windows and doors Building Feature: 1,200 annually (round to nearest dollar) Contract Year of Proposed Work Completion: Evaluate conditions, including any weather-stripping, regularly to ensure building Description of work: remains weather-tight, prohibiting moisture intrusion.

PROPERTY ADDR	5715-5717 N. Figueroa Street,	Los Angeles, CA	
maintenance, resto of new elements. specifically capture apply to your prope	ration and replacement of historic features of Although modernization may be an importa the preservation work involved and not any	nabilitate the property. In this plan, include a on the property, NOT modernization, remode ant part of your rehabilitation project, this thing else. Copy this page as necessary to incluervation work (if applicable) and continue wity.	ls, or construction form is meant to lude all items that
	☐ Rehabilitation/Restoration Roof	☐ Completed	l 🖬 Proposed
1500	(round to nearest dollar) Inspect roof and make repairs as	Contract Year of Proposed Work Completions needed.	annually n:
	☐ Rehabilitation/Restoration MEP systems	☐ Completed	■ Proposed
1500 Cost \$  Description of wor	(round to nearest dollar) Inspect mechanical, electrical, ark: ensure functionality and safety. N	Contract Year of Proposed Work Completion of plumbing systems, including elevaled as needed.	
	☐ Rehabilitation/Restoration Exterior walls	☐ Completed	Proposed
800 Cost \$		Contract Year of Proposed Work Completion	every 5 yrs
■ Maintenance Suilding Feature:	☐ Rehabilitation/Restoration  Structural system	☐ Completed	■ Proposed
2500 Cost \$	(round to nearest dollar)	Contract Year of Proposed Work Completion	every 5 yrs
Description of wor		iding of foundation, roofing, load-be ork, such as bracing, moment frame	

### 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 AC	GREEMENT is made and entered into this day of 2016, by ar
betwee	n the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") an  Schmidt Family 2014 Trust (hereinafter referred to as the "Owner").
(P K I N I	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 structure and improvements thereon, commonly known as the Hastings Residence and locate at the street address 1115 South Gramercy Place, Los Angeles, California 90019
	(hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plant for the Property is attached hereto, marked as <b>Exhibit "A"</b> , and is incorporated herein by the reference.

(iii)	On		NA	^	<u>va</u> : (	a) the	City	Council	of th	e City	of	Los	Angeles
	declared t	he Prope	rty Historic-Cultu	ıral M	onume	nt No.	NA	purs	uant	to Sect	ion :	22.1	71.10 of
	the Los A	ngeles A	dministrative Co	ode (	Council	File I	۷o	NA		NA	_ );	or,	(b) The
	Property	was	determined	to	be	а	Cor	ntributing	; ;	Structui	re	to	the the
	(	Country Club	) Park	_ Hist	oric P	reserva	ation	Overlay	Zone	e pursu	ıant	to	Section
	12.20.3 of	the Los A	ingeles Municipa	l Code	<b>≥.</b>								

(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 Schmidt Family 2014 Trust

Address 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.

ATTEST: HOLLY WOLCOTT, City Clerk/Executiv	ve Officer
Ву:	
Deputy	Date
Ву:	
VINCENT P. BERTONI, AICP, Director of Pla	anning Date
В	Owner Signature*
В	Richard Lovis Schmidt, Sattor: Trustree Ostroll.  Print Name  Date 6/2 THE  SCHMID 17-AMILY 2014  TRUST  Owner Signature*
В	Dona Kathryn Sweet Schmidt Settler & Trustee 5/20/1  Print Name  612 THIS SCHMIDT FAMILY 2014  TKUST
5.	Owner Signature*
	Print Name Date
APPROVED AS TO FORM MICHAEL N. FEUER, City Attorney	
Зу:	
Deputy City Attorney, Office of the City Attorney  * Approved Recording Signature Method: The contract signature(	Date (s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on t Form. If not, the contract will be rejected by the County Recorder.

See Attached Document (Notary to cross out lines 1-6 below) See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary) 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 Subscribed and sworn to (or affirmed) before me County of LOS ANGELES on this 20 day of MAY, 20 16,

Date Month Year by (1) NICHARD LOUIS SCHMIDT (and (2) DONA KATHYNN SWEET SCHWLOT) Name(s) of Signer(s) LISA PILLSBURY LORD Commission # 2071089 proved to me on the basis of satisfactory evidence Notary Public - California to be the person(s) who appeared before me. Los Angeles County My Comm. Expires Jun 10, 2018 Signature Seal Place Notary Seal Above OPTIONAL Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document. **Description of Attached Document** Title or Type of Document: HISTORICAL PROPERTY CONTRACT Document Date: Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above:

### HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OMMERIMFORMATION			
PROPERTY ADDRESS:	1115 South Gra	mercy Place, Los Angeles, C	A 90019
OWNER(S) OF PROPERTY:	Schm	nidt Family 2014 Trust	gift (1888) killed kild ginn skryppyn, sawej felmann hand am de skriket med Friedrich in Francesco. Gers de Springer (1887)
OWNER(S) MAILING ADDRESS:	1115 South Gr	amercy Place, Los Angeles, C	A 90019
Home Telephone: (323) 732-3041	They was well as the supply of the supply	Work Telephone: (323) 737	-1087
MOBILE TELEPHONE: (323) 793-4007	-top form the trape on the agreement of the second of the	ALTERNATE TELEPHONE: (213	) 718-9786
OWNER(s) EMAIL: game7@speakeasy.	iet [Rich]	ALTERNATE EMAIL: kathiswee	et@yahoo.com [Kathi]
PROPERTY INFORMATION			
Legal Description: TRACT:	TR 3843 BI	Lock: None Lot:	24 ARB: None
Assessor Identification Number (AIN):	5081 - 026	- 013 CO	UNCIL DISTRICT NO.: 10
PROPERTY PURCHASE DATE: 9/12/2003	Most Re	CENT ASSESSED VALUE: \$761,	017.00
OWNER OCCUPIED: 6 YES 6 No	USE: @ SINGLE-F	AMILY DWELLING C MULTI-F	AMILY/ COMMERCIAL/ INDUSTRIAL
ADDRESSES FOR ALL OTHER PROPERTY OV SEPARATE SHEET OF PAPER, LABELED "ATT			YES @ NA
TAXES ON ALL PROPERTY OWNED WITHIN	THE CITY OF LOS ANGEL	es are PAID to date?	€ YES € NO
ARE THERE ANY OUTSTANDING ORDERS T BUILDING AND SAFETY OR THE LOS ANGE			€ YES € NO
HISTORICAL SIGNIFICANCE			
HISTORIC-CULTURAL MONUMENT (I	HCM)		
HCM NUMBER: HCM N	AME:	gg (Pilologic Administration of Pilologic Administration of the Company of the Administration of the Administr	
CONTRIBUTOR TO A HISTORIC PRESI	ERVATION OVERLAY ZON	E (HPOZ)	
HPOZ NAME: Country Club Park	His	STORIC PROPERTY NAME:	Hastings Residence
ORIGINAL CONSTRUCTION DATE: 1923	Arcı	HITECT(S): Winch	ton L . Risley
ARCHITECTURAL STYLE:	Englis	sh Revival	
6 (0.01)			
I AM (WE ARE) THE PRESENT OWNER(S) PROPERTY CONTRACT.	DF THE PROPERTY DESC	RIBED ABOVE AND HEREBY AF	PLY FOR AN HISTORICAL
1/4	02/26/16	DAS	2-26-1
OWNER SIGNATURE	DATE C	DWNER SIGNATURE	DATE
Richard Louis Schmidt		Dona Kathryn Sweet Schmid	
PRINT NAME	стваличностичной карандар (19 4 г.) в под принципаличности пределения (19 г.)	PRINT NAME	
I ISLEE F CANTONIA,	garanteen and a second a second and a second and a second and a second and a second a second and	San Allanderma Carpanata Carpanata	
	EXHIBI.	T "A"	Revised November 2015

PROPERTY ADDRE	ss:1115 Sc	outh Gramercy Place			
maintenance, restor of new elements. A specifically capture t apply to your proper	ation and replacement of historic feature: Although modernization may be an impo the preservation work involved and not ar	rehabilitate the property. In this plan, include all so on the property, NOT modernization, remodels rtant part of your rehabilitation project, this for nything else. Copy this page as necessary to incluse servation work (if applicable) and continue with prity.	, or construction orm is meant to de all items that		
■ Maintenance	■ Rehabilitation/Restoration	<b>■</b> Completed	☐ Proposed		
Building Feature:	Seismic retrofitting				
Cost \$ 7,400	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2015		
Description of work	c: Seismic retrofit the residence.				
■ Maintenance	■ Rehabilitation/Restoration	■ Completed	☐ Proposed		
Building Feature:		Electrical	The Response		
Cost \$ 10,000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2015		
Description of work	c: Upgrade electric system throug	phout the residence.			
■ Maintenance	■ Rehabilitation/Restoration	<b>■</b> Completed	☐ Proposed		
Building Feature:		Plumbing			
Cost \$ 1,000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2015		
Description of work	Copper upgrade from residence	e to street.			
☐ Maintenance	■ Rehabilitation/Restoration	■ Completed	☐ Proposed		
Building Feature:		Windows			
Cost \$ 2,500	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2015		
Description of work	: Windows rehabilitated, preped/	painted.			

PROPERTY ADDRE	ss: 1115 So	uth Gramercy Place		77wore;
maintenance, restor of new elements. A specifically capture apply to your prope	ation and replacement of historic features of Although modernization may be an import the preservation work involved and not any	habilitate the property. In this plan, include all on the property, NOT modernization, remodels ant part of your rehabilitation project, this for thing else. Copy this page as necessary to incluservation work (if applicable) and continue with ity.	or co orm is de all	meant to items that
☐ Maintenance	■ Rehabilitation/Restoration	☐ Completed		Proposed
Building Feature:	Inte	erior surfaces		
<sub>Cost</sub> \$ 7,000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	20	16
Description of worl	: Prep/paint all interior surfaces.			
☐ Maintenance	Rehabilitation/Restoration	■ Completed		Proposed
Building Feature:		Trees		
Cost \$ 4,000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	20	16
Description of work	: Trim all trees in the rear yard of	10,000 sq ft lot.		
☐ Maintenance	■ Rehabilitation/Restoration	☐ Completed		Proposed
Building Feature:	Light	fixtures/hardware		
Cost \$ 3,000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	20	16
Description of work	Many light fixtures in house reque hardware need to be rehabilitate	ire rehabilitation. Heating grates, doo d/replaced.	or & v	window
Maintenance	Rehabilitation/Restoration	☐ Completed		Proposed
Building Feature:		Gutters		····
Cost \$ 4,000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	20	17
Description of work		nat flows to the street requires rehabi , sections of exterior gutters need to		

PROPERTY ADDRE	ss:1115 So	outh Gramercy Place				
maintenance, restor of new elements. A specifically capture t apply to your prope	ation and replacement of historic features Ithough modernization may be an import the preservation work involved and not any	chabilitate the property. In this plan, include all on the property, NOT modernization, remodels tant part of your rehabilitation project, this for thing else. Copy this page as necessary to incluse servation work (if applicable) and continue with rity.	, or construction orm is meant to de all items that			
■ Maintenance	■ Rehabilitation/Restoration	☐ Completed	Proposed			
Building Feature:	Front la	indscape/hardscape				
Cost \$ 5,000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2017			
Description of work: There is NO walkway from the public sidewalk to the front door and the doorstep is deteriorating. The lawn is completely dead & needs total rehabilitation with appropriate irrigation.						
☐ Maintenance	■ Rehabilitation/Restoration	☐ Completed	■ Proposed			
Building Feature:		Back yard				
Cost \$ 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 outdoor lighting needs to be replaced	is its huge back yard and it has been negleneeds to be designed & implemented. On a l.	ected for addition, all			
☐ Maintenance	■ Rehabilitation/Restoration	☐ Completed	Proposed			
Building Feature:		Awnings				
Cost \$ 3,500	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2018			
Description of work		ce are deteriorating and need to be repare necessary to protect house from su				
☐ Maintenance	■ Rehabilitation/Restoration	☐ Completed	Proposed			
Building Feature:	Pull-down sc	reens/interior of windows				
Cost \$ 10,000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2018			
Description of work		sash windows; 13 inoperable roller screens. Mo abilitate roller screens; reinstall; the whole plas				

PROPERTY ADDRES	ss: 1115 Sou	ith Gramercy Place	ong agaig gerang a <del>min'i 1989 ta panamana ana ana</del>
maintenance, restora of new elements. A specifically capture t apply to your proper	ition and replacement of historic features o though modernization may be an importa ne preservation work involved and not anyt	abilitate the property. In this plan, include all n the property, NOT modernization, remodels, nt part of your rehabilitation project, this for hing else. Copy this page as necessary to incluervation work (if applicable) and continue with the cy.	or construction orm is meant to de all items that
☐ Maintenance	Rehabilitation/Restoration	☐ Completed	■ Proposed
Building Feature:	Exter	ior of residence	
Cost \$ 10,000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2019
Description of work	The house requires a new prep/pincluding reglazing of some.	paint job. Windows will require specia	al attention
☐ Maintenance	■ Rehabilitation/Restoration	☐ Completed	■ Proposed
Building Feature:	Groun	d floor bathroom	
Cost \$ 7,500	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2020
Description of work		ovating the downstairs bathroom. Since it making it presentable should count as a p	
☐ Maintenance	■ Rehabilitation/Restoration	☐ Completed	<b>■</b> Proposed
Building Feature:		Garage	
<sub>Cost</sub> \$ 12,000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2021
		owner. It is cracked at the foundation line & to licated. Needs stucco rehabilitation; new elec re has suffered the most neglect.	
☐ Maintenance	■ Rehabilitation/Restoration	☐ Completed	<b>■</b> Proposed
Building Feature:		Chimney	
Cost \$ 10,000	+ (round to nearest dollar)	Contract Year of Proposed Work Completion:	2022
Description of work	The chimney is cracked on the exbrought up to code.	kterior and needs to be rehabilitated	and

PROPERTY ADDRES	s:1115 So	uth Gramercy Pla	ce		andare and produce the delication
maintenance, restora of new elements. Al specifically capture the apply to your proper	pose all preservation work necessary to re tion and replacement of historic features of though modernization may be an import the preservation work involved and not any try. Begin by listing recently completed press e next ten years arranging in order of prior	on the property, NOT modern ant part of your rehabilitation thing else. Copy this page as servation work (if applicable)	<u>lization, remodels,</u> on project, this fo necessary to inclu	or co orm is de all	nstruction meant to items that
Maintenance	Rehabilitation/Restoration		☐ Completed	8	Proposed
Building Feature:		HVAC			
Cost \$ 10,000	(round to nearest dollar)	Contract Year of Proposed \	Work Completion:	20	23
Description of work	Old gravity heater at end of life or removed from heating ducts. AC		I. Asbestos mu	ust b	e
☐ Maintenance	■ Rehabilitation/Restoration		☐ Completed	B	Proposed
Building Feature:		Kitchen			
Cost \$ 20,000	(round to nearest dollar)	Contract Year of Proposed \	Vork Completion:	20	24
Description of work:	Kitchen also was poorly remodel presentable by replacing counter	<b>.</b>		s to r	ender it
■ Maintenance	Rehabilitation/Restoration	and the second s	☐ Completed	8	Proposed
Building Feature:	F	Plumbing		_	
Cost \$ 5,000	(round to nearest dollar)	Contract Year of Proposed V	Vork Completion:	20	25
Description of work:	Replace all interior galvanized pl	umbing with copper plu	ımbing.		
☐ Maintenance	Rehabilitation/Restoration		☐ Completed		Proposed
Building Feature:	F	replace			
Cost \$ 5,000	(round to nearest dollar)	Contract Year of Proposed V	Vork Completion:	20	26
Description of work:	Restore fireplace to original desi	gn & functionality.		······································	

PROPERTY ADDRESS: 1115 Sc	outh Gramercy Place	The second section of the sectio
Use this form to propose all preservation work necessary to r maintenance, restoration and replacement of historic features of new elements. Although modernization may be an imporspecifically capture the preservation work involved and not an apply to your property. Begin by listing recently completed proto complete within the next ten years arranging in order of price	on the property, <u>NOT modernization, remodels,</u> tant part of your rehabilitation project, this fo ything else. Copy this page as necessary to include servation work (if applicable) and continue with	or construction rm is meant to de all items that
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed	■ Proposed
Building Feature:	aster bathroom	
Cost \$ 10,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2027
	shape" the owner. The weakened floor must lso needs a new combination tub/shower inst	
☐ 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.

HISTORICAL PROPERTY CONTRACT APPLICATION
REVISED MARCH 2016

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.)	•
TUIC AC	EDEEMENT is made and entered into this day of	2016 by and
I IIIS AC	GREEMENT is made and entered into this day of	2016, by and
betwee	n the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to a Kimo Allen Proudfoot and Julianne Zirkle Larsen (hereinafter referred to a	
(PRINT	NAME OF EACH OWNER AS LISTED ON TITLE)	
	WITNESSETH:	
(i)	California Government Code Sections 50280, et seq. authorize cities to ente	r into contracts with
	the owners of qualified historical properties to provide for the use, maintenance	
	of such historical properties so as to retain their characteristics as pro significance.	perties of historical
(ii)	Owner possesses fee title in and to that certain real property, together with a	associated structures
	and improvements thereon, commonly known as the Stafford House	and located
	at the street address 4550 Griffin Avenue , Los Angeles, California	
	(hereinafter such property shall be referred to as the "Property"). A legal Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter refer	•
	for the Property is attached hereto, marked as <b>Exhibit "A"</b> , and is incorpo	•
	reference.	.acca nerem by this

(iii)	On		October 6		<u>10: (</u>	a) the	City	Council of	the City	of Los A	<b>Angeles</b>
	declared tl	he Prope	rty Historic-Cultu	ıral M	onume	nt No.	N/A	pursua	nt to Section	on 22.17	1.10 of
	the Los A	ngeles A	dministrative Co	ode (	Council	File I	No	10 -	2331	); or, (	b) The
	Property	was	determined	to	be	а	Cor	ntributing	Structure	e to	the
	Hiç	ghland Park	-Garvanza	_ Hist	toric P	reserva	ation	Overlay Zo	one pursua	ant to S	Section
	12.20.3 of	the Los A	ngeles Municipa	l Code	<b>2</b> .						

(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	Kimo Allen Proudfoot and Julianne Zirkle Larsen
	Address	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.

puty NCENT P. BERTONI, AICP, Director of Pl		Date
NCENT P. BERTONI, AICP, Director of Pl		
NCENT P. BERTONI, AICP, Director of Pl		
VCEIVII. BERTONI, AICI, BIIECTOI OITE	anning	Date
R	y: LA My	Date
Ь	Owner Signature*	
	Kimo Allen Proudfoot	5/27/16
	Print Name	Dat
		1
B	Owner Signature*	
	Julianne Zirkle Larsen	-1-1:
		5/27/16
	Print Name	Dat
В	y:	
	Owner Signature*	
	Dried Nove	
	Print Name	Dat
D AS TO FORM N. FEUER, City Attorney		

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.

	cate verifies only the identity of the individual who signed the the truthfulness, accuracy, or validity of that document.
State of California	)
County of Los Angeles	,
On 27th May 2016 before me, Yo	ousef Hossein.
Date	Here Insert Name and Title of the Officer
personally appeared Julianne Zirk	KIELOUSSEN & Kimo Allen Provolforo Name(s) of Signer(s)
$\Delta$ $\Delta$ $\Delta$	L L L L
subscribed to the within instrument and acknow	
	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.
YOUSEF HOSSEINIZ COMM. # 2057517 NOTARY PUBLIC - CALIFORNIA D LOS ANGELES COUNTY O	Signature Y-HOSS
COMM. EXPIRES FEB. 10, 2018	Signature of Notary Public
Place Notary Seal Above	DTIONAL
Though this section is optional, completing thi	PTIONAL is information can deter alteration of the document or is form to an unintended document.
Description of Attached Document	
Title or Type of Document: HISTORICAL F	MOVEDTY CONTRACT
Signer(s) Other Than Named Above:	Number of Pages:
Capacity(ies) Claimed by Signer(s) Signer's Name:	Signer's Name:
Signer's Name: ☐ Corporate Officer — Title(s):	
☐ Partner — ☐ Limited ☐ General	□ Partner — □ Limited □ General
<ul><li>☐ Individual</li><li>☐ Attorney in Fact</li><li>☐ Guardian or Conservator</li></ul>	<ul><li>☐ Individual</li><li>☐ Attorney in Fact</li><li>☐ Guardian or Conservator</li></ul>
Other:	_ Other:
Signer Is Representing:	Signer Is Representing:

### HISTORICAL PROPERTY CONTRACT APPLICATION FORM

# **OWNER INFORMATION** PROPERTY ADDRESS: 4550 Griffin Avenue, Los Angeles, CA 90031 OWNER(S) OF PROPERTY: \_\_\_\_\_ Kimo Proudfoot and Julianne Larsen OWNER(S) MAILING ADDRESS: 4550 Griffin Avenue, Los Angeles, CA 90031 HOME TELEPHONE: (310) 795-1049 \_\_\_\_\_ Work Telephone: MOBILE TELEPHONE: (310) 795-1049 ALTERNATE TELEPHONE: (323) 459-7818 OWNER(s) EMAIL: jannecat@gmail.com ALTERNATE EMAIL: hobrah@gmail.com PROPERTY INFORMATION Legal Description: Tract: Tract No 104, Montecito Heights BLOCK: N/A LOT: 4 ARB: N/A Assessor Identification Number (AIN): 5303 - 005 - 004 Council District no.: 1 PROPERTY PURCHASE DATE: 6/23/2014 Most Recent Assessed Value: \$703,786.00 OWNER OCCUPIED: FYES ONO USE: C 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 C YES @ No BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPARTMENT? HISTORICAL SIGNIFICANCE ☐ HISTORIC-CULTURAL MONUMENT (HCM) HCM NUMBER: HCM NAME: ● CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ) HPOZ NAME: Highland Park-Garvanza HISTORIC PROPERTY NAME: Stafford House ORIGINAL CONSTRUCTION DATE: 1913 ARCHITECT(s): Chamberlain & Grey ARCHITECTURAL STYLE: Craftsman I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL OWNER SIGNATURE OWNER SIGNATURE DATE Kimo Proudfoot Julianne Larsen

EXHIBIT "A"

PRINT NAME

**PRINT NAME** 

PROPERTY ADDRESS: 4550 Griffin Aven	ue, Los Angeles, CA 90031		<b>***************</b>
Use this form to propose all preservation work necessary to remaintenance, restoration and replacement of historic features of new elements. Although modernization may be an import specifically capture the preservation work involved and not any apply to your property. Begin by listing recently completed pre to complete within the next ten years arranging in order of prior	on the property, <u>NOT modernization, remodels,</u> ant part of your rehabilitation project, this fo thing else. Copy this page as necessary to include servation work (if applicable) and continue with	or co rm is de all	nstruction meant to items that
■ Maintenance □ Rehabilitation/Restoration	■ Completed		Proposed
Building Feature: 2nd-story unit entry deck/b	alcony.		
Cost \$ 17,000.00 (round to nearest dollar)		20	15
Description of work: Waterproof and repair 2nd-story	deck and exterior shingle cladding		
□ Maintenance ■ Rehabilitation/Restoration  Building Feature: Foundation	☐ Completed		Proposed
Cost \$ 12,000.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	20	16
Description of work: Bolt and secure foundation.			
☐ Maintenance ☐ Rehabilitation/Restoration  Building Feature: Plumbing	☐ Completed		Proposed
Cost \$ 10,000.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	20	17
Description of work: Fix leak under house, replace ar	nd update existing original outflow plu	mbir	ıg.
■ Maintenance □ Rehabilitation/Restoration	☐ Completed		Proposed
Building Feature: Garage roof			
Cost \$5,000.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	20	19
Description of work: Replace existing flat roof and ad	d historically accurate banister.		

PROPERTY ADDRESS: 4550 Griffin Avenu	ue, Los Angeles, CA 90037	<u> </u>	
Use this form to propose all preservation work necessary to reh maintenance, restoration and replacement of historic features or of new elements. Although modernization may be an importa specifically capture the preservation work involved and not anytl apply to your property. Begin by listing recently completed preset to complete within the next ten years arranging in order of priorit	n the property, NOT modernization, remodels nt part of your rehabilitation project, this for ning else. Copy this page as necessary to inclue with work (if applicable) and continue with	, or co orm is de all	nstruction meant to items that
■ Maintenance □ Rehabilitation/Restoration	☐ Completed	<b>E</b>	Proposed
Building Feature: Retaining wall along Northe	east property line.		
Cost \$40,000.00 (round to nearest dollar)		20	20
Description of work: Replace seriously leaning retaining	ng wall along Northeast property line	Э.	
☐ Maintenance ☐ Rehabilitation/Restoration  Building Feature: Exterior 3-foot shingle clade	□ Completed		Proposed
Cost \$30,000.00 (round to nearest dollar)		20	21
Description of work: Restore and replace as needed of	riginal exterior shingle cladding.		
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed	=	Proposed
Building Feature: Windows			
Cost \$ 15,000.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	20	22
Description of work: Replace newer windows with histo	orically accurate vintage windows.		
■ Maintenance □ Rehabilitation/Restoration  Building Feature: Garage	☐ Completed		Proposed
Cost \$25,000.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	20	23
Description of work: Restore/replace exterior shingle of original concrete slab and walls.	cladding as needed and rehab and r	esto	re

PROPERTY ADDRESS: 4550 Griffin Av	enue, Los Angeles, CA 900	31
Use this form to propose all preservation work necessary to re maintenance, restoration and replacement of historic features of new elements. Although modernization may be an import specifically capture the preservation work involved and not any apply to your property. Begin by listing recently completed presto complete within the next ten years arranging in order of prior	on the property, <u>NOT modernization, remodels,</u> ant part of your rehabilitation project, this fo thing else. Copy this page as necessary to include servation work (if applicable) and continue with	or construction rm is meant to de all items that
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed	<b>■</b> Proposed
Building Feature: Fireplace  Cost \$7,500.00 (round to nearest dollar)  Description of work: Restore fireplace mantle and he		2023
☐ Maintenance ☐ Rehabilitation/Restoration  Building Feature: Chimney	☐ Completed	Proposed
Cost \$ 10,000.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2023
Description of work: Restore chimney to working con	dition.	
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed	<b>■</b> Proposed
Building Feature: Built-in cement planters  Cost \$ 5,000.00 (round to nearest dollar)  Description of work: Replace existing crumbling built-	Contract Year of Proposed Work Completion:	2024
■ Maintenance □ Rehabilitation/Restoration	□ Completed	<b>■</b> 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.	

PROPERTY ADDRESS: 4550 Griffin Av	enue, Los Angeles, CA 900	31
Use this form to propose all preservation work necessary to re maintenance, restoration and replacement of historic features of new elements. Although modernization may be an import specifically capture the preservation work involved and not any apply to your property. Begin by listing recently completed presto complete within the next ten years arranging in order of prior	on the property, <u>NOT modernization, remodels,</u> ant part of your rehabilitation project, this fo thing else. Copy this page as necessary to include servation work (if applicable) and continue with	or construction rm is meant to de all items that
☐ Maintenance ☐ Rehabilitation/Restoration  Building Feature: Flooring	☐ Completed	■ Proposed
Cost \$ 15,000.00 (round to nearest dollar)		2026
Description of work: Replace newer laminate floors v	vith historically accurate oak hardwoo	d floors.
☐ Maintenance ☐ Rehabilitation/Restoration  Building Feature:	☐ Completed	☐ Proposed
Cost \$ (round to nearest dollar)  Description of work:	Contract Year of Proposed Work Completion:	
☐ Maintenance ☐ Rehabilitation/Restoration  Building Feature:	☐ Completed	☐ Proposed
Cost \$ (round to nearest dollar)  Description of work:	Contract Year of Proposed Work Completion:	
■ Maintenance □ Rehabilitation/Restoration  Building Feature:	☐ Completed	☐ Proposed
Cost \$ (round to nearest dollar)  Description of work:	Contract Year 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.
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- 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.
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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

	William Market and Mar	
	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 AC	GREEMENT is made and entered into this day of	2016, by and
oetwee Bonnis F	en the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as Properties Cal LP	o as the "City") and
PRINT	NAME OF EACH OWNER AS LISTED ON TITLE)	
	WITNESSETH:	
(i)	California Government Code Sections 50280, et seq. authorize cities to enter the owners of qualified historical properties to provide for the use, maintena of such historical properties so as to retain their characteristics as properties.	nce and restoration
(ii)	Owner possesses fee title in and to that certain real property, together with a and improvements thereon, commonly known as the Foreman & Clark Building at the street address 701 S. Hill Street , Los Angeles, California (hereinafter such property shall be referred to as the "Property"). A legal Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to the Property is attached hereto, marked as Exhibit "A", and is incorporated.	and located 90014, I description of the red to as the "Plan")
	reference.	

- (iii) On May 20 , 2009 : (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. 953 pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. 09-0623 pursuant to Section 29.171.10 of the Property was determined to be a Contributing Structure to the N/A Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.
- (iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

## 1. Effective Date and Term of Agreement.

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

#### 2. Renewal.

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

### 3. Standards for Historical Property.

During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:

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

- regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.
- **c.** Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

### 4. Provision of Information of Compliance.

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

### 5. Cancellation.

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

### 6. Enforcement of Agreement.

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

are available to the City to pursue in the event that there is a breach of this Agreement. No waiver of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

## 7. Binding Effect of Agreement.

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

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

### 8. Notice.

Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto.

To City: Los Angeles Department of City Planning

200 North Spring Street, Room 559 Los Angeles, California 90012

Attn: Historical Property Contracts Manager

To Owner: Name Bonnis Properties Cal LP

#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.

: Deputy			 Date	
Deputy			Date	
VINCENT P. BERTONI, AICP, Director o	f Plann	ing	Date	
Please see attached	By:	AB		
CA Notarial Certificate for Notarization.	- <b>,</b>	Owner Signature* Kyra Kos Bonnis Properties Cal LP 5/31/2016	Ke	cry 1
	Ŷ.	Bonnis Properties Cal LP 5/31/2016		Princi
		Print Name	Date	
	By:			
	υy.	Owner Signature*		
		Print Name	 Date	
	Ву:	Owner Signature*		
		Print Name	 Date	
ROVED AS TO FORM HAEL N. FEUER, 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.

# **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	
On May 31, Zulu before me, 1	Lilyanna Macias, Notary Public (insert name and title of the officer)
his/her/their authorized capacity(ies), and that by person(s), or the entity upon behalf of which the person(s)	dence to be the person(s) whose name(s) is/are edged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the
WITNESS my hand and official seal.	LILYANNA MACIAS Commission # 2005870 Notary Public - California Los Angeles County
Signature Libana Mas	My Comm. Expires Feb 1, 2017 (Seal)

# HISTORICAL PROPERTY CONTRACT APPLICATION FORM **OWNER INFORMATION** PROPERTY ADDRESS: 701 S. Hill Street, Los Angeles, CA 90014 OWNER(S) OF PROPERTY: Bonnis Properties Cal LP OWNER(s) MAILING ADDRESS: #300-526 Granville Street, Vancouver, B.C. CANADA V6C IW6 HOME TELEPHONE: (604) 328-5720 Work Telephone: (604) 738-4525 Mobile Telephone: (604) 328-5720 Alternate Telephone: (604) 738-4525 OWNER(S) EMAIL: kkb@ telus.net Alternate Email: srubio@bonnis.net PROPERTY INFORMATION Legal Description: TRACT: Mueller Sub N 1/2 Blk 26 Ord's BLOCK: None Lot: Fr 4 ARB: None Assessor Identification Number (AIN): 5144 - 013 - 002 COUNCIL DISTRICT NO.: 14 PROPERTY PURCHASE DATE: 3/23/2016 MOST RECENT ASSESSED VALUE: USE: C SINGLE-FAMILY DWELLING MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL OWNER OCCUPIED: C YES © No ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A C YES @ 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? ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM THE LOS ANGELES DEPARTMENT OF C:YES . No BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPARTMENT? HISTORICAL SIGNIFICANCE ■ HISTORIC-CULTURAL MONUMENT (HCM) HCM NUMBER: 953 HCM NAME: Foreman & Clark Building CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ) HPOZ NAME: \_\_\_\_\_ HISTORIC PROPERTY NAME: \_\_\_\_\_ ORIGINAL CONSTRUCTION DATE: 1929 ARCHITECT(S): Curlett & Beelman ARCHITECTURAL STYLE: Art Deco/Neo-Gothic I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT. 5/31/16

PRINT NAME

OWNER SIGNATURE

DATE

OWNER SIGNATURE

K. Kerry Bonnis

PRINT NAME

DATE

PROPERTY ADDRESS: 701 S. Hill Street		
Use this form to propose all preservation work necessary to reh maintenance, restoration and replacement of historic features or of new elements. Although modernization may be an importa specifically capture the preservation work involved and not anytl apply to your property. Begin by listing recently completed prese to complete within the next ten years arranging in order of priorit	n the property, <u>NOT modernization, remodels,</u> nt part of your rehabilitation project, this foining else. Copy this page as necessary to incluervation work (if applicable) and continue with	or construction rm is meant to de all items that
☐ Maintenance ☐ Rehabilitation/Restoration  Building Feature: Stuctural	☐ Completed	■ Proposed
Cost \$ 235,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	
Description of work: Retain structural engineer to development building.	elop plans to seismically strengthen	the
☐ Maintenance	☐ Completed	☐ Proposed
525 000	Contract Year of Proposed Work Completion:	2017
Description of work: Retain architect to develop plans	to adaptively reuse the building.	
□ Maintenance ■ Rehabilitation/Restoration  Building Feature: Architectural Stone	☐ Completed	☐ Proposed
	Contract Year of Proposed Work Completion:	2017
Description of work: Retain qualified contractor to asse develop specifications to clean, re		stone and
☐ Maintenance ☐ Rehabilitation/Restoration  Building Feature: Windows	☐ Completed	□ Proposed
25 000	Contract Year of Proposed Work Completion:	2017
Description of work: Retain qualified contractor to assessed specifications to repair or replace		develop

PROPERTY ADDRESS: 701 S. Hill Street		
Use this form to propose all preservation work necessary to remaintenance, restoration and replacement of historic features of new elements. Although modernization may be an important specifically capture the preservation work involved and not anytapply to your property. Begin by listing recently completed preservation work involved and not anytapply to your property. Begin by listing recently completed preservation work involved and not anytapply to your property. Begin by listing recently completed preservation work involved and not anytapply to your property.	n the property, <u>NOT modernization, remodels,</u> int part of your rehabilitation project, this for hing else. Copy this page as necessary to incluer ervation work (if applicable) and continue with	or construction orm is meant to de all items that
□ Maintenance ■ Rehabilitation/Restoration  Building Feature: HVAC	☐ Completed	■ Proposed
Cost \$ 2,000,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2018
Description of work: Install new central system. All du semi-public spaces.	cts and runs will be concealed in pul	blic and
□ Maintenance ■ Rehabilitation/Restoration  Building Feature: Electrical	☐ Completed	☐ Proposed
Cost \$ 1,700,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2018
Description of work: Replace all systems including pa concealed in public and semi-pub		be
□ Maintenance ■ Rehabilitation/Restoration  Building Feature: Plumbing	☐ Completed	☐ Proposed
Cost \$ 1,000,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2018
Description of work: Replace all systems. Remove conground floor tenant(s) and new de	•	ng for
□ Maintenance ■ Rehabilitation/Restoration  Building Feature: Elevators	☐ Completed	☐ Proposed
Cost \$ 1,000,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2018
Description of work: Replace non-original cabs and re	pair equipment.	

PROPERTY ADDRESS: 701 S. Hill Street		
Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all maintenance, restoration and replacement of historic features on the property, NOT modernization, remodels of new elements. Although modernization may be an important part of your rehabilitation project, this for specifically capture the preservation work involved and not anything else. Copy this page as necessary to inclu apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with to complete within the next ten years arranging in order of priority.	or co orm is de all	nstruction meant to items that
☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed		Proposed
Building Feature: Structure		
Cost \$\(\frac{2,500,000}{\text{(round to nearest dollar)}}\) Contract Year of Proposed Work Completion:	20	18
Description of work: Reinforce structure with new concrete shear walls in several locations from to roof. Locations will avoid impacts on character-defining spaces and feat		
☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed		Proposed
Building Feature: Architectural Stone (north and east facades)		
Cost \$\\\ 350,000 \\ (round to nearest dollar)  \text{Contract Year of Proposed Work Completion:}	20	18
Description of work: Clean, repair, and re-point as necessary.		
☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed		Proposed
Building Feature: Exterior concrete (south and west facades)		
Cost \$ 150,000 (round to nearest dollar) Contract Year of Proposed Work Completion:	20	18
Description of work: Power wash to remove soil, remove and patch damaged concrete as prep, and re-paint.	nece	essary,
☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed		Proposed
Building Feature: Windows		
Cost \$ 1,000,000 (round to nearest dollar) Contract Year of Proposed Work Completion:	20	18
Description of work: Repair as necessary for operability, scrape and repaint frames. Replation of work: Repair as necessary for operability, scrape and repaint frames. Replation of work: Repair as necessary for operability, scrape and repaint frames. Replation of work: Repair as necessary for operability, scrape and repaint frames. Replation of work: Repair as necessary for operability, scrape and repaint frames. Replation of work: Repair as necessary for operability, scrape and repaint frames.	ice ir	n-kind

PROPERTY ADDRESS: 701 S. Hill Street		
Use this form to propose all preservation work necessary to maintenance, restoration and replacement of historic feature of new elements. Although modernization may be an impospecifically capture the preservation work involved and not an apply to your property. Begin by listing recently completed procomplete within the next ten years arranging in order of princes.	s on the property, <u>NOT modernization, remodels,</u> rtant part of your rehabilitation project, this for sything else. Copy this page as necessary to includes esservation work (if applicable) and continue with	or construction orm is meant to de all items that
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed	■ Proposed
Building Feature: Roof		
Cost \$ 250,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2018
Description of work: Replace roof material and cover	er with raised deck system for new loui	nge area.
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed	☐ Proposed
Building Feature: Ground Floor (north and	d east facades)	
Cost \$\frac{250,000}{250,000} (round to nearest dollar)		2018
Description of work: Rehabilitate street-facing elevate tenants and to improve integrity	<u> </u>	new
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed	☐ Proposed
Building Feature: Storefronts		
Cost $$650,000$ (round to nearest dollar)	Contract Year of Proposed Work Completion:	2018
Description of work: Replace non-original storefronts ground floor.		
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed	☐ Proposed
Building Feature: Ground Floor Interior		
Cost $$600,000$ (round to nearest dollar)	Contract Year of Proposed Work Completion:	2018
Description of work: Remove non-original tenant im and restaurant tenants.	provements and reconfigure space for	new retail

PROPERTY ADDRESS: 701 S. Hill Street		
Use this form to propose all preservation work necessary to re maintenance, restoration and replacement of historic features of new elements. Although modernization may be an import specifically capture the preservation work involved and not any apply to your property. Begin by listing recently completed presto complete within the next ten years arranging in order of prior	on the property, <u>NOT modernization, remodels,</u> ant part of your rehabilitation project, this for thing else. Copy this page as necessary to inclu- servation work (if applicable) and continue with	or construction orm is meant to de all items that
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed	■ Proposed
Building Feature: Staircases		
Cost \$ 300,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2018
Description of work: Repair and repaint staircase #1,		
☐ Maintenance ☐ Rehabilitation/Restoration  Building Feature: Corridors	☐ Completed	☐ Proposed
Cost \$250,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2018
Description of work: Preserve wainscotting, moldings missing; locations of doorways n	·	here
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed	☐ Proposed
Building Feature: Office Spaces		
Cost \$ 100,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2018
Description of work: Reuse office spaces as apartmen	nts.	
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed	☐ Proposed
Building Feature:		- TANDAY
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	
	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.)	
trg inv	CREEMENT is made and entered into this day of	o as the "City") and
	WITNESSETH:	
(i)	California Government Code Sections 50280, et seq. authorize cities to enter the owners of qualified historical properties to provide for the use, maintena of such historical properties so as to retain their characteristics as prosignificance.	ance and restoration
(ii)	Owner possesses fee title in and to that certain real property, together with a and improvements thereon, commonly known as the Ashby Apartments at the street address 808 S. Hobart Boulevard , Los Angeles, California (hereinafter such property shall be referred to as the "Property"). A legal Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter refer for the Property is attached hereto, marked as <b>Exhibit "A"</b> , and is incorporeference.	and located 90005, ol description of the red to as the "Plan")

- (iii) On August 5 2009 : (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 ); 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:

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### 3. Standards for Historical Property.

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- 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

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

To Owner: Name

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.

Deputy			Date
Ву:			
VINCE	T P. BERTONI, AICP, Director of Planni  By:	Owner Signature*	Date
	Ву:	Print Name Owner Signature*	7-19-16 Date
	By:	Print Name  Owner Signature*	Date
		Realogy Robin Print Name	7 - 19 - 16 Date

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.

**************************************	[[4][4][4][4][4][4][4][4][4][4][4][4][4]
A notary public or other officer completing this certificate document to which this certificate is attached, and not the	e verifies only the identity of the individual who signed the truthfulness, accuracy, or validity of that document.
State of California  County of Los Angele  On JULY 18 2016 before me, Stept  Date  personally appeared Reuben Robin	nen Riccle, Notary Public
personally appeared Reuben Robin	Here Insert Name and Title of the Officer
	Name(s) of Signer(s)
subscribed to the within instrument and acknowle	evidence to be the person(s) whose name(s) is/are dged to me that he/she/they executed the same in her/their signature(s) on the instrument the person(s), ed, executed the instrument.
0	certify under PENALTY OF PERJURY under the laws f the State of California that the foregoing paragraph true and correct.
STEPHEN RIEDER W Commission # 2076174	/ITNESS my hand and official seal.
Notary Public - California Los Angeles County	ignature Ath Rede
My Comm. Expires Jul 29, 2018	Signature of Notary Public
Place Notary Seal Above	
Though this section is optional, completing this ir	ONAL  If ormation can deter alteration of the document or or or orm to an unintended document.
Description of Attached Document, Title or Type of Document: Historical Property	Contract Document Date: 7/18/16
Number of Pages: b 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
<ul><li>☐ Individual</li><li>☐ Attorney in Fact</li><li>☐ Guardian or Conservator</li></ul>	<ul><li>☐ Individual</li><li>☐ Attorney in Fact</li><li>☐ Guardian or Conservator</li></ul>
Other:	Other:
Signer Is Representing:	Signer Is Representing:

#### 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.

TPG INIV VIV. LLC Machart LLC Crosts 909 S Hobert LLC
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:960r HPOZ:
5. TAX ASSESSED VALUATION (Attach a copy of your most recent tax bill): \$ 8,376,000
<b>6. EXEMPTION CRITERION:</b> 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 2016,
at
QEUBEN (OBIN) Owner's Name (print or type) Owners Signature
For Office Use Only
A) Cumulative loss of more than \$2,000,000?  B) Exceptional HCM or HPOZ Contributing Structure?  C) Specific threat to resource? Complete HSR submitted?  Percent above limit% Criteria a, b, and c listed above satisfied? Initial

#### HISTORICAL PROPERTY CONTRACT APPLICATION FORM

#### **OWNER INFORMATION** PROPERTY ADDRESS: 808 S. Hobart Blvd. Los Angeles, CA 90005 OWNER(S) OF PROPERTY: Cresta 808 S Hobart LLC, TRG INV XIV, LLC. OWNER(s) MAILING ADDRESS: PO Box 6937 Beverly Hills, CA 90212 Attn: Reuben Robin HOME TELEPHONE: WORK TELEPHONE: (310) 551-0660 ALTERNATE TELEPHONE: (424) 284-4483 MOBILE TELEPHONE: PROPERTY INFORMATION Legal Description: TRACT: TR 2189 BLOCK: n/a LOT: 203 ARB: n/a Assessor Identification Number (AIN): 5093 - 017 - 031 Council District No.: 10 PROPERTY PURCHASE DATE: 9/4/2015 MOST RECENT ASSESSED VALUE: \$5,969,611.00 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 YES O NA SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? YES NO 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 YES NO BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPARTMENT? HISTORICAL SIGNIFICANCE HISTORIC-CULTURAL MONUMENT (HCM) HCM Number: 960 HCM Name: Ashby Apartments CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ) HISTORIC PROPERTY NAME: HPOZ NAME: ORIGINAL CONSTRUCTION DATE: 1930 ARCHITECT(S): Max Maltzman ARCHITECTURAL STYLE: AL Delo I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT. 2-26-16 OWNER SIGNATURE DATE OWNER SIGNATURE DATE Reuben Robin

EXHIBIT "A"

PRINT NAME

**PRINT NAME** 

#### REHABILITATION/RESTORATION/MAINTENANCE PLAN

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

Maintenance	☐ Rehabilitation/Restoration	■ Completed	☐ Proposed
Building Feature:	Roof ReCoating		
Cost \$ 10,400		Contract Year of Proposed Work Completion:	2015
Description of work	The roof was recoated with elast provide watertight membrane. Li	omeric foam over the existing roof n	
Maintenance	•	■ Completed	☐ Proposed
Building Feature:	exterior Painting		
	(round to nearest dollar)	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		
Cost \$ 30,000		Contract Year of Proposed Work Completion:	2017
Description of work		of drains. Existing drains are iron pipe run insi- ver connections, or outflow is in an area conto	de brick walls.
☐ Maintenance	☐ Rehabilitation/Restoration	☐ Completed	☐ Proposed
Building Feature: V	Vindows - South and East	(rear) elevations	
Cost \$ 60,000		Contract Year of Proposed Work Completion:	2017
Description of work		ndows on rear elevations. Work to in air of sash, and glazing as needed.	nclude

#### REHABILITATION/RESTORATION/MAINTENANCE PLAN

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

■ Maintenance Building Features:       □ Rehabilitation/Restoration       □ Completed       ■ Proposed Building Features:         Cost \$ 90,000
Cost \$ 90,000 (round to nearest dollar)  Contract Year of Proposed Work Completion: 2017  Replace all original cloth wiring in building with new wiring. Also install new GFCI outle and ground existing outlets. Work to be done sequentially over successive years, beginning in 2017  Maintenance Rehabilitation/Restoration Completed Proposed Work Completion: Interior of Apartment Units - As vacancy occurs  Cost \$ 30,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2017-20 (round to nearest dollar) Contract Year of Proposed Work Completion: Completed Proposed Work Completion: 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.
Description of work: Replace all original cloth wiring in building with new wiring. Also install new GFCI outle and ground existing outlets. Work to be done sequentially over successive years, beginning in 2017  ■ Maintenance
and ground existing outlets. Work to be done sequentially over successive years, beginning in 2017  ■ Maintenance □ Rehabilitation/Restoration □ Completed □ Prop  Building Feature: Interior of Apartment Units - As vacancy occurs  Cost § 30,000 □ (round to nearest dollar) □ Contract Year of Proposed Work Completion: 2017-20  Description of work: Paint all surfaces, walls, ceiling, baseboards, crown moldings and millwork. Maintain detail and contrasting colors.  □ Maintenance □ Rehabilitation/Restoration □ Completed □ Prop  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 □ Prop
Building Feature:   Interior of Apartment Units - As vacancy occurs   2017-20
Cost \$ 30,000 (round to nearest dollar) Contract Year of Proposed Work Completion:  Description of work: Paint all surfaces, walls, ceiling, baseboards, crown moldings and millwork.  Maintain detail and contrasting colors.  Maintenance B Rehabilitation/Restoration Completed Proposed Work Completed Proposed Steel) Restore original finishes to original two-tone appearance.  Cost \$ 30,000 (round to nearest dollar) Contract Year of Proposed Work Completion:  Contract Year of Proposed Work Completion:  Completed Proposed Work Completion:  Completed Proposed Work Completion:  Completed Proposed Work Completed Proposed Work Completion:  Completed Proposed Work Completed Propo
Description of work: Paint all surfaces, walls, ceiling, baseboards, crown moldings and millwork.  Maintain detail and contrasting colors.   ☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Property Proposed Sealure:  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 ☐ Property Proposed ☐ Completed ☐ Property Property Proposed ☐ Completed ☐ Property Pro
Maintain detail and contrasting colors.  □ Maintenance Behabilitation/Restoration □ Completed Property Banisters/Ballustrades, Internal Stairwells  □ Completed Property Property Banisters/Ballustrades, Internal Stairwells  □ Completed Property Proposed Work Completion:  □ Completed Property Proposed Work Completion:  □ 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 □ Property Propert
Banisters/Ballustrades, Internal Stairwells  Cost \$ 15,000 (round to nearest dollar) Contract Year of Proposed Work Completion:  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.
Cost \$\frac{15,000}{\text{cound 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.
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   Property   Propert
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
Building Feature: Corridors - Electrical
Cost \$ 16,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018
Description of work: Install emergency exit lighting and exit signage in building, per code.

#### REHABILITATION/RESTORATION/MAINTENANCE PLAN

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

☐ Maintenance	Rehabilitation/Restoration	☐ Completed	■ Proposed
Building Feature:	lardwood Floors		
Cost \$ 34,000		Contract Year of Proposed Work Completion:	2018
Description of work	Remove all existing carpeting from control hardwood flooring to similar color and lobby. Any deteriorated wood to be re-	orridors and stairwells. Sand and refinish d sheen. Similar refinishing to occur in mepaired with matching material.	existing ain entrance
■ Maintenance	☐ Rehabilitation/Restoration	☐ Completed	■ Proposed
Building Feature:	Corridors - Walls and Trim		
Cost \$ 30,000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2018
Description of work	: Paint all corridor surfaces, walls, millwork. Maintain detail and con	ceiling, baseboards, crown moldingstrasting colors.	s and
☐ Maintenance	■ Rehabilitation/Restoration	☐ Completed	■ Proposed
Building Feature:	Elevator Cabs		
Cost \$ 8,300	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2018
Description of work		er cabs - walls and ceilings. Refinish all existing fabric and maintain original appe	
☐ Maintenance	■ Rehabilitation/Restoration	☐ Completed	Proposed
Building Feature:	levator Equipment		
Cost \$ 50,000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2018
Description of work	Replace all operating equipment, safe elevator operation.	motors, cabling and pulleys as requ	

#### REHABILITATION/RESTORATION/MAINTENANCE PLAN

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

	Rehabilitation/Restoration	☐ Completed		Proposed
Building Feature: Ex	terior Walls			
Cost \$ 10,000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	20	18
(	Repoint mortar joints where needed, On stucco walls, (north and west, pri with matching material.	on south and east walls that are expose marily) fill all cracks and replace any spa	d red Iling :	brick. stucco
	☐ Rehabilitation/Restoration	☐ Completed		Proposed
Building Feature: Er	ntrance Door, northwest o	corner		
		Contract Year of Proposed Work Completion:	20	18
		ce door, assume 2 year cycle, ongoi		
	Rehabilitation/Restoration	☐ Completed		Proposed
Building Feature: Sit	te and Grounds			
Cost \$ 15,000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	20	18
	Re-grade and slope entire site and Irainage. Resolve ponding proble	ound perimeter of building to ensure		
	Rehabilitation/Restoration	☐ Completed		Proposed
Building Feature: Sit			_	
banang reacare.	e and Grounds - Entrand	ce Gate and perimeter tence	<del>)</del>	
		Contract Year of Proposed Work Completion:		18

#### REHABILITATION/RESTORATION/MAINTENANCE PLAN

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

☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed	■ Proposed
Building Feature: Skylights over stairwells		
10 000	Contract Year of Proposed 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	ting	
Cost \$ 16,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2019
Description of work: Replace lighting fixtures in all co in main entrance lobby.	rridors. Install new chandelier and wa	all sconces
■ Maintenance □ Rehabilitation/Restoration	☐ Completed	■ Proposed
Building Feature: Exterior Lighting, Site and	Grounds	
Cost \$ 10,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2019
Description of work: Install exterior lighting around bu	ilding and grounds.	
■ Maintenance □ Rehabilitation/Restoration	☐ Completed	☐ Proposed
Building Feature: Plumbing Lines - Supply ar	nd Waste galvanized pipes	
Cost \$\\$385,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2020
	re all existing galvanized supply and waste lines, and re in corridors, avoiding damage to original ceramic tiles i es/faucets where required. Retain kitchen fixtures wher	in pathrooms.

#### REHABILITATION/RESTORATION/MAINTENANCE PLAN

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

■ Maintenance □ Rehabilitation/Restoration	☐ Completed 🖼 Proposed
Building Feature: Roof	
Cost \$ 15,000 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2025
expectancy. Pending future inspection, re	aterials. Roof was coated in 2015, and has ten year life epair needs to surface or decking may be identified. Remedial needed at that time, and require full removal and re-coating.
☐ 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.

HISTORICAL PROPERTY CONTRACT APPLICATION REVISED MARCH 2016

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 A	GREEMENT is made and entered into this day of	2016, by and
betwee	en the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to a sat Hollywood and Vine (hereinafter referred to a	to as the "City") and
(PRINT	NAME OF EACH OWNER AS LISTED ON TITLE)	,
	WITNESSETH:	
(i)	California Government Code Sections 50280, et seq. authorize cities to ente the owners of qualified historical properties to provide for the use, mainten of such historical properties so as to retain their characteristics as prosignificance.	ance and restoration
(ii)	Owner possesses fee title in and to that certain real property, together with and improvements thereon, commonly known as the The Lofts at Hollywood and V at the street address 6251-6253 Hollywood Boulevard, Los Angeles, California	<sup>√ine</sup> and located
	(hereinafter such property shall be referred to as the "Property"). A legal Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter refer for the Property is attached hereto, marked as <b>Exhibit "A"</b> , and is incorporeference.	al description of the rred to as the "Plan")

- (iii) On May 12 2015 : (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. 1088 pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. 15 \_ 0327 ); or, (b) The **Property** determined was to be a Contributing Structure 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 The Lofts at Hollywood and Vine

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.

of Planr By:	ning  Vice-President of Lofts at Hollywood and Vine HOA	Date
		Date
		Date
Ву:	Vice-President of Lofts at Hollywood and Vine HOA	
	Gerard Vernice	
	Duard Venne	7/21/201
By:	Traceuror of Lette at Helloweed and Vine HOA	Maringold or date, s. 1 to
	Olch Ballard	7/21/201
By:	Secretary of Lofts at Hollywood and Vine	
	Walter Schild	
		7/21/201
		Glen Ballard  By: Secretary of Lofts at Hollywood and Vine  Walter Schild

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

### **CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT**

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 07/21/2016 before me,	JULIA KRAFT WHITTUE, (Here insert name and title of the officer)
who proved to me on the basis of satisf name(s) is/are subscribed to the within he/she/they executed the same in his/h	actory evidence to be the person(s) whose instrument and acknowledged to me that er/their authorized capacity(ies), and that by ent the person(s), or the entity upon behalf of e instrument.
I certify under PENALTY OF PERJURY the foregoing paragraph is true and cor	under the laws of the State of California that rect.
WITNESS my hand and official seal.  Notary Public Signature	JULIA KRAFT WHITTLE COMM. # 2868281 WOTARY PUBLIC - CALIFORNIA LOS ANGELES COUNTY MY COMM. EXP. MAY 15, 2818
\ <b>\</b>	· · ·
ADDITIONAL OPTIONAL INFORMATION OF THE ATTACHED DOCUMENT	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
HISTORICAL PROPERTY CONTRACT (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)	<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> </ul>
Number of Pages Document Date	<ul> <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>
	<ul> <li>Print the name(s) of document signer(s) who personally appear at the time of notarization.</li> </ul>
CAPACITY CLAIMED BY THE SIGNER  ☐ Individual (s) ☐ Corporate Officer	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.
(Title) □ Partner(s) □ Attorney-in-Fact □ Trustee(s) □ Other	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 the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).

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

# 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 07/21/216 before me, _	JULIA ICRAFT WHITTUE, (Here insert name and title of the officer)
name(s) is/are subscribed to the within i he/she/they executed the same in his/he	actory evidence to be the person(s) whose nstrument and acknowledged to me that er/their authorized capacity(ies), and that by ent the person(s), or the entity upon behalf of
I certify under PENALTY OF PERJURY the foregoing paragraph is true and corr	under the laws of the State of California that rect.
WITNESS my hand and official seal.  Notary Public Signature (No	COMM. # 2068281  NOTARY PUBLIC-CALIFORNIA UI LOS ANGELES COUNTY MY COMN. EXP. MAY 15, 2018  tary Public Seal)
ADDITIONAL OPTIONAL INFORMATI	INSTRUCTIONS FOR COMPLETING THIS FORM
DESCRIPTION OF THE ATTACHED DOCUMENT	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
HISTOLLAL PROPERTY (ONTRALT) (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> <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)	<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> </ul>
☐ Partner(s) ☐ Attorney-in-Fact ☐ Trustee(s) ☐ Other	<ul> <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 superstate of force indicate the title (i.e. CFO, CFO, CEO, CEO, CEO, CEO, CEO, CEO, CEO, CE</li></ul>

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

• Securely attach this document to the signed document with a staple.

# 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 _07(21/2014 before me, _	JULIA KRAFT WHITTIE, (Here insert name and title of the officer)
personally appeared	
who proved to me on the basis of satisfa name(s) is/are subscribed to the within i he/she/they executed the same in his/he	actory evidence to be the person(s) whose instrument and acknowledged to me that er/their authorized capacity(ies), and that by ent the person(s), or the entity upon behalf of
I certify under PENALTY OF PERJURY the foregoing paragraph is true and corr	under the laws of the State of California that rect.
WITNESS my hand and official seal.	JULIA KRAFT WHITTLE COMM. # 2068281 UNDER COUNTY MY COMM. EXP. MAY 15, 2018
Notary Public Signature (No	tary Public Seal)
ADDITIONAL OPTIONAL INFORMATI	INSTRUCTIONS FOR COMPLETING THIS FORM
DESCRIPTION OF THE ATTACHED DOCUMENT	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.
HISTORICAL PROPERTY CONTRACT (Title or description of attached document)	<ul> <li>State and County information must be the State and County where the documen signer(s) personally appeared before the notary public for acknowledgment.</li> </ul>
(Title or description of attached document continued)	<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> </ul>
Number of Pages Document Date	<ul> <li>The notary public must print his or her name as it appears within his or he 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 o</li> </ul>
CARACITY OF AIMED BY THE CIONED	notarization.  • Indicate the correct singular or plural forms by crossing off incorrect forms (i.e.
CAPACITY CLAIMED BY THE SIGNER  ☐ Individual (s)	he/she/they, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
☐ 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>
(Title) □ Partner(s)	Signature of the notary public must match the signature on file with the office of
☐ Attorney-in-Fact	the county clerk.  Additional information is not required but could help to ensure this
☐ Trustee(s)	<ul> <li>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> </ul>
Other	Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).

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• Securely attach this document to the signed document with a staple.

#### HISTORICAL PROPERTY CONTRACT APPLICATION FORM

# OWNER INFORMATION

PROPERTY ADDRESS: 6253 Hollywood Blvd. Un	it 102, Los Ang	geles, CA 90038			
OWNER(S) OF PROPERTY: Meco Properties, LLC	•				<del></del>
OWNER(S) MAILING ADDRESS: 8033 Sunset Blv	d. #877, Los Ar	ngeles, CA 90046	·		
HOME TELEPHONE:		WORK TELEPHONE	:: <u>(310)</u> 363-087	77	
MOBILE TELEPHONE: <u>(310)</u> 722-8555		ALTERNATE TELEPI	HONE:		
OWNER(s) EMAIL: walter@dilson.com		ALTERNATE EMAIL	•	***************************************	<del></del>
PROPERTY INFORMATION			<u>                                     </u>		·····
Legal Description: TRACT: TR 060544-C	E	BLOCK: None	Lот: <u>1</u>	ARB: None	······
Assessor Identification Number (AIN): 5556	- <u>030</u>	- 037	Counc	IL DISTRICT NO.: 13	
PROPERTY PURCHASE DATE: 8/31/2010	Most R	ECENT ASSESSED V	ALUE: \$2,249,26	58.00	
OWNER OCCUPIED: • YES • No US	SE: OSINGLE-	FAMILY DWELLING	MULTI-FAMIL	y/ Commercial/ Indu	STRIAL
ADDRESSES FOR ALL OTHER PROPERTY OWNED WITH SEPARATE SHEET OF PAPER, LABELED "ATTACHME		_		O YES	O NA
TAXES ON ALL PROPERTY OWNED WITHIN THE CIT	Y OF LOS ANGE	LES ARE PAID TO D	ATE?	• YES	O No
ARE THERE ANY OUTSTANDING ORDERS TO COMFROM THE LOS ANGELES DEPARTMENT OF BUIL ANGELES HOUSING + COMMUNITY INVESTMENT	DING AND SAFI	ETY OR LOS		<b>O</b> Yes	<b>⊙</b> No
HISTORICAL SIGNIFICANCE	***************************************				noniomentationide de la constitución de la constitu
■ HISTORIC-CULTURAL MONUMENT (HCM)					
HCM Number: 1088 HCM Name: E	Bank of Hollyw	ood / Equitable B	uilding		
CONTRIBUTOR TO A HISTORIC PRESERVATIO	n Overlay Zoi	NE (HPOZ)			
HPOZ NAME:	Hı	STORIC PROPERTY	Name:		
ORIGINAL CONSTRUCTION DATE: 1929	ARC	:нітест(s): <u>Aleck (</u>	Curlett	**************************************	
ARCHITECTURAL STYLE: Late Gothic Revival and	l Art Deco		_		
I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY CONTRACT.	PROPERTY DESC 7/17/16	CRIBED ABOVE AND	HEREBY APPLY	FOR AN HISTORICAL	
Owner Signature	DATE	OWNER SIGNATUR	E	Dat	·E
Walter Schild, Manager of Meco Properties, L	<u>.rc</u>				
PRINT NAME		PRINT NAME			

EXHIBIT "A"

**REVISED JANUARY 2015** 

#### HISTORICAL PROPERTY CONTRACT APPLICATION FORM **OWNER INFORMATION** PROPERTY ADDRESS: 6253 Hollywood Blvd. Unit 101, Los Angeles, CA 90038 OWNER(S) OF PROPERTY: Meco Properties, LLC OWNER(S) MAILING ADDRESS: 8033 Sunset Blvd. #877, Los Angeles, CA 90046 HOME TELEPHONE: (310) 363-0877 ALTERNATE TELEPHONE: MOBILE TELEPHONE: (310) 722-8555 OWNER(s) EMAIL: walter@dilson.com ALTERNATE EMAIL: PROPERTY INFORMATION Legal Description: TRACT: TR 060544-C BLOCK: None Lot: 1 ARB: None Assessor Identification Number (AIN): 5556 - 030 - 036 COUNCIL DISTRICT NO.: 13 PROPERTY PURCHASE DATE: 8/31/2010 Most Recent Assessed Value: \$5,436,623.00 OWNER OCCUPIED: YES NO USE: OSINGLE-FAMILY DWELLING MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A O YES O NA SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? YES No 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 OYES O 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: 1088 HCM NAME: Bank of Hollywood / Equitable Building CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ) HISTORIC PROPERTY NAME: HPOZ NAME: \_\_\_\_\_ ORIGINAL CONSTRUCTION DATE: 1929 ARCHITECT(S): Aleck Curlett ARCHITECTURAL STYLE: Late Gothic Revival and Art Deco I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL **PROPERTY CONTRACT.** <u>7/17/16</u> OWNER SIGNATURE DATE **OWNER SIGNATURE** DATE

EXHIBIT "A"

PRINT NAME

Walter Schild, Manager of Meco Properties, LLC

**PRINT NAME** 

## CITY OF LOS ANGELES HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Property Address 6251 Hollywood Blvd Roof Owner(s) of Property: Vaibhay Gupta CIO/Robin Jones Owner(s) Mailing Address 2850 E. Camelback Road Ste #110 Home Telephone Work Telephone 6022243106 Mobile Telephone Alternate Telephone Owner(s) Email: rjones@brandedcities.com Alternate Email PROPERTY INFORMATION Legal Description: Tract: TR 060544:-C Block: None Lot: LT 1 ARB: None Assessor Identification Number (AIN): 5546-030-103 Council District No.: 13 Property Purchase Date: 10 1611 Most Recent Assessed Value 4324594 Owner Occupied: (x) Yes () No Use: Single-Family Dwelling Multi-family / Commercial / Industrial Addresses for all other property owned within the City ofLos Angeles are noted on a OYes NA seperate sheet of paper, Labeled "Attachment E", and submitted with this application? ⊗Yes O No 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 Yes No Angeles Department of Building and Safety or Los Angeles Housing + Community Investment Department? HISTORCIAL SIGNIFICANCE | X | Historic-Cultural Monument (HCM) HCM Number: 1088 Bank of Hollywood / Equitible Building HCM Name: Contributor to a Historic PReseraviton Overlay Zone (HPOZ) **HPOZ Name:** Historic Property Name: Architect(s): Aleck Curlett Original Construction Date: 1929 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 Owner Signature Date** Date **Print Name** 

Property Address 6251 Hollywood Blvd 201

#### HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Owner(s) of Property: David Sweeney C/O Sweeney Management Owner(s) Mailing Address 6253 Hollywood Blvd. #201 Work Telephone Home Telephone Mobile Telephone Alternate Telephone Owner(s) Email: David@sweeneyent.com] Alternate Email PROPERTY INFORMATION Lot: LT1 ARB: None Block: None Legal Description: Tract: TR 060544:-C Assessor Identification Number (AIN): 5546-030-38 Council District No.: 13 Property Purchase Date: 02/02/2011Most Recent Assessed Value 5436623 Owner Occupied: Use: ( ) Single-Family Dwelling ( ) Multi-family / Commercial / Industrial Addresses for all other property owned within the City ofLos 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? ○Yes XNo 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 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 hereby apply for an historical property contract. **Owner Signature** Date **Print Name** 

# MILLS ACT HISTORICAL PROPERTY CONTRACT APPLICATION "ATTACHMENT E"

Name: Write first and last name
Address(es) of other property owned in the City of Los Angeles:
12020 Ivedell St.
Studio City, (14 91404

#### HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Property Address 6251 Hollywood Blvd. 202, Los Angeles, CA 90028 Owner(s) of Property: Joachim Rygg Owner(s) Mailing Address 6253 Hollywood Blvd. 202, Los Angeles, CA 90028 Work Telephone Home Telephone 310-545-8318 Mobile Telephone 310-545-8318 Alternate Telephone Owner(5) Email: joachim@jayammusic.com Alternate Email PROPERTY INFORMATION ARB: None Legal Description Tract TR 060544-C Lot: LT 1 Block: None 5546-030-39 Assessor Identification Number (AIN). Council District No.: 13 Property Purchase Date: Most Recent Assessed Value Owner Occupied (X) Yes () No Use: O Single-Family Dwelling Muiti family / Commercia: / Industria Addresses for all other property owned within the City oftios Angeles are noted on a (X) Yes () NA separate sheet of paper. Labeled "Attachment E", and submitted with this application? WYES ONO Taxes on all property owned within the City of Los Angeles are PAID to date? OYES ON NO Are there any outstanding orders to consuly against the property from the Los Angeles Department of Building and Safety or Los Angeles Housing + Community Investment Department? HISTORCIAL SIGNIFICANCE | Historic-Cultural Monument (HCM) **HCM Number 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 Curiett 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** Owner Signature Date MIHUDAOC **Print Name** Print Name

Exhibit "A"

Revised January 2015

# MILLS ACT HISTORICAL PROPERTY CONTRACT APPLICATION "ATTACHMENT E"

Name:	DOACHIM	ZV66	
W	rite first and las	t name	
Address	(es) of other pro	perty in the City	of Los Angeles:
112	V/ 10 (	I A DIN	· <del>T</del>
1/35	N. LA C	IENEGA BLU	
0.5			
APT	504		
	Į.	-	
	1/0//22		
WED!	HOLLYW	<del></del>	
CA	90069		

Property Address 6251 Hollywood Blvd 203

#### HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Owner(s) of Property: Eric Webb	•		
Owner(s) Mailing Address 6253 Hollywood B	llvd 203		
Home Telephone 323 - 654-2146	<b>∀</b> Work Telephone	3234623736	3
Mobile Telephone 310 - 435 - 2147	Alternate Telepho		
Owner(s) Email: ewebb@elwlaw.com]	Alternate Email	ewebbe	3 elwlaw.com
PROPERTY INFORMATION Legal Description: Tract: TR 060544:-C	Block: None	Lot: LT1	ARB: None
Assessor Identification Number (AIN):5546- (	030- 40	Council Distri	ict No.: 13
Property Purchase Date:	Most Recent Asses	sed Value 1945	544
Owner Occupied: X Yes No Use: S Addresses for all other property owned within the Cit seperate sheet of paper, Labeled "Attachment E", ar	y ofLos Angeles are noted	on a	ommercial / Industrial
Taxes on all property owned within the City of Los A	ngeles are PAID to date?	工	S≪es ○ No
Are there any outstanding orders to comply against t Angeles Department of Building and Safety or Los A Community Investment Department?	• • •	(	⊖Yes 🔯 No
HISTORCIAL SIGNIFICANCE  X Historic-Cultural Monument (HCM)			
HCM Number: 1088 HCM Name:	Bank of Hollywood / Equ	uitible Building	
Contributor to a Historic PReseraviton Overlay	Zone (HPOZ)		
HPOZ Name:	_ Historic Property Name	:	
Original Construction Date: 1929 Arch	nitect(s): Aleck Curlett		
Architectural Style: Late Gothic Revival and A			
I am (We are) the present owner(s) of the an historical property contract.	property described al	bove and here	by apply for
< 3 9 31	5		
Owner Signature Date	Owner Signatu	ire	Date
Eric L. Webb			
Print Name	<b>Print Name</b>	-	

# MILLS ACT HISTORICAL PROPERTY CONTRACT APPLICATION "ATTACHMENT E"

Name: Enic Webb Write first and last name	
Address(es) of other property owned in the City of Los Angeles:	
8171 Willow Glan Ad, LA	90046
8842 Hollywood Blud., LA	90069
	· · · · · · · · · · · · · · · · · · ·
	PARTITION OF THE PARTIT

## CITY OF LOS ANGELES HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Property Address 6251 Hollywood Blvd 204 Owner(s) of Property: Spaceship LLC Owner(s) Mailing Address 621 SW Morrison Street Suite 800 Work Telephone 5033174552 **Home Telephone** Mobile Telephone Alternate Telephone 971.400.9610 Owner(s) Email: benjamin. billups @ billupsww. Alternate Email anh. nguyen @ billupsww. com PROPERTY INFORMATION ARB: None Lot: LT1 Legal Description: Tract: TR 060544:-C Block: None 5546-030-41 Assessor Identification Number (AIN): Council District No.: 13 **Property Purchase Date:** Most Recent Assessed Value 281766 Owner Occupied: Use: Single-Family Dwelling XYes \( \) No X Multi-family / Commercial / Industrial Addresses for all other property owned within the City ofLos Angeles are noted on a seperate sheet of paper, Labeled "Attachment E", and submitted with this application? OYes ONA (V)Yes () No 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 OYes ONo Angeles Department of Building and Safety or Los Angeles Housing + Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCM) HCM Number: 1088 Bank of Hollywood / Equitible Building **HCM Name:** Contributor to a Historic PReseraviton Overlay Zone (HPOZ) **HPOZ Name:** Historic Property Name: **Aleck Curlett** Architect(s): Original Construction Date: 1929 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 Slanature **Owner Signature** Date **Print Name** 

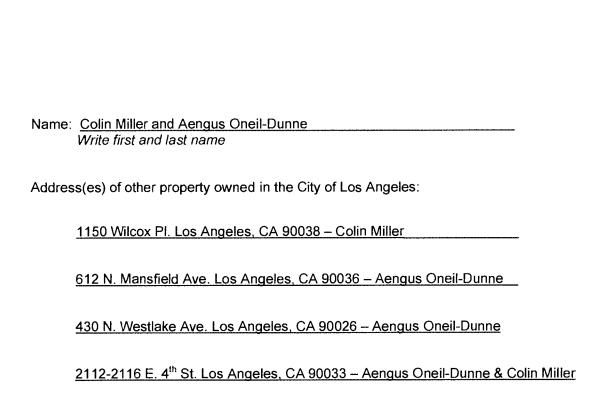
Exhibit "A"

Revised January 2015

#### HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Property Address 6251 Hollywood Blvd 205 Owner(s) of Property: Colin Miller and Aengus Oneil-Dunne Owner(s) Mailing Address 1200 Venice Blvd 2nd Floor Work Telephone 323-863-7470 Home Telephone Mobile Telephone Alternate Telephone Owner(s) Email: aengus.james@tijat.com colin.miller@tijat.com Alternate Email PROPERTY INFORMATION Lot: LT 1 ARB: None Legal Description: Tract: TR 060544:-C Block: None 5546-030-42 Assessor Identification Number (AIN): Council District No.: 13 Property Purchase Date: October, 2010 Most Recent Assessed Value \$303,085 Use: Single-Family Dwelling Multi-family / Commercial / Industrial Owner Occupied: X Yes No Addresses for all other property owned within the City ofLos Angeles are noted on a XYes \ NA seperate sheet of paper, Labeled "Attachment E", and submitted with this application? XYes No 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 Yes (X) No 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 Contributor to a Historic PReseraviton Overlay Zone (HPOZ) HPOZ Name: Historic Property Name: Architect(s): Aleck Curlett Original Construction Date: 1929 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. 06/29/2015 06/29/2015 wher Signature Owner Signature Date Date Colin Miller Aengus Oneil-Dunne **Print Name Print Name** 

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



## CITY OF LOS ANGELES HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Property Address 6253 Hollywood Blvd 301 Owner(s) of Property: Shintaro Shimosawa Owner(s) Mailing Address 7701 Lexington Avenue Work Telephone 3109278633 Home Telephone Mobile Telephone Alternate Telephone Owner(s) Email: shin@shimosawa.com Alternate Email PROPERTY INFORMATION ARB: None Legal Description: Tract: TR 060544:-C Block: None Lot: LT1 Assessor Identification Number (AIN): 5546-030-43 Council District No.: 13 **Property Purchase Date:** Most Recent Assessed Value 546000 Owner Occupied: Use: O Single-Family Dwelling Multi-family / Commercial / Industrial (x)Yes ( ) No Addresses for all other property owned within the City ofLos Angeles are noted on a (X) Yes ○ NA seperate sheet of paper, Labeled "Attachment E", and submitted with this application (X) Yes ( ) No 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 OYes ⊗ No Angeles Department of Building and Safety or Los Angeles Housing + Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCM) HCM Number: 1088 Bank of Hollywood / Equitible Building **HCM Name:** Contributor to a Historic PReseraviton Overlay Zone (HPOZ) **HPOZ Name:** Historic Property Name: 1929 Architect(s): **Aleck Curiett** Original Construction Date: 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 **Owner Signature** Date Date SHINTARD SHIMISMU **Print Name Print Name** 

Revised January 2015

# CITY OF LOS ANGELES HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Property Address 6253 Hollywoo				
Owner(s) of Property: Dominick			7 101-	
Owner(s) Mailing Address 746 [	Davie Street , Va	110000   -0	12 1B6	
Home Telephone Work Telephone 3108900782				82
Mobile Telephone		Alternate Telephone	178-8TT	B5-0343
Owner(s) Email:dominick@body	yenergyclub.com	Alternate Email		
PROPERTY INFORMATION				
egal Description: Tract: TR 06054	<u> 4:-C                                   </u>	Block: None Lo	ot: <u>LT 1</u>	ARB: None
Assessor Identification Number (A	AIN):5546-030-4	4	Council Dis	trict No.: 13
Property Purchase Date: 03//5/	12013	Most Recent Assesse	d Value 450	0826
Owner Occupied: XYes O No	Use: O Single-	-Family Dwelling 🔘 M	lulti-family /	Commercial / Industrial
ddresses for all other property own eperate sheet of paper, Labeled "At				OYes ONA
eperate sneet of paper, Labeled At	tachment E , and sou	milited with this application	י ווכי	O'les O'NA
axes on all property owned within the	ne City of Los Angeles	s are PAID to date?		
are there any outstanding orders to our angeles Department of Building and community Investment Department?	Safety or Los Angeles	· · · · · · · · · · · · · · · · · · ·		Oyes O'No
ISTORCIAL SIGNIFICANCE	**************************************			
X Historic-Cultural Monument (HC	CM)			
HCM Number: 1088	HCM Name: Ba	nk of Hollywood / Equitib	ole Building	
Contributor to a Historic PReser	aviton Overlay Zone	(HPOZ)		
HPOZ Name:	н	istoric Property Name:		
niginal Construction Date: 1	929 Architect(s	s): Aleck Curlett		
-				
rchitectural Style: Late Goth	ic Revival and Art De	CO		
am (We are) the present own		erty described abo	ve and he	reby apply for
n historical property contrac				
Jum [Mzilm]	07/08/20	15		
wner Signature	Date	Owner Signature	1	Date
DOMINICK TOUSIENANT	Western Street Control of the Contro			
rint Name		Print Name		

Revised January 2015

Exhibit "A"

### HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION
PROPERTY ADDRESS: 6253 Holly wood BIND. # 303
OWNER(S) OF PROPERTY: ERIC WEBB and Eleanor Ord
OWNER(S) MAILING ADDRESS: 8171 Willow Blen Rd, Los Angeles, CA 90046
HOME TELEPHONE: 323 - 654 - 2144 WORK TELEPHONE: 323 - 462 - 3736
MOBILE TELEPHONE: 310 - 435 - 4069 ALTERNATE TELEPHONE: 310 - 435 - 2147
OWNER(S) EMAIL: ewebb@elwlaw.com ALTERNATE EMAIL: eordowblaw.us
PROPERTY INFORMATION
Legal Description: TRACT: TR 060544-C BLOCK: Noise LOT: LT / ARB: NONE
Assessor Identification Number (AIN): 5546 - 030 - 45 COUNCIL DISTRICT NO.: 13
PROPERTY PURCHASE DATE: 3/4/16 MOST RECENT ASSESSED VALUE: \$381,637.06
OWNER OCCUPIED: O YES X NO USE: O SINGLE-FAMILY DWELLING X MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL
ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A YES ONA
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?  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 DEPARTMENTS AND SAFETY OF LOS
ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? Not to our knowledge.
HISTORICAL SIGNIFICANCE
HISTORIC-CULTURAL MONUMENT (HCM)
HCM NUMBER: 1088 HCM NAME: BANK OF HOLLY WOOD / Equitable Build
Contributor to a Historic Preservation Overlay Zone (HPOZ)
HPOZ NAME: HISTORIC PROPERTY NAME:
ORIGINAL CONSTRUCTION DATE: 1929 ARCHITECT(S): Aleck Curlett
ARCHITECTURAL STYLE: Late gothic revival and Art Deco
I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL
7/18/16 Ellann DD grd x 7/10/16
OWNER SIGNATURE DATE  OWNER SIGNATURE  Eleanor M. Ord  Date
PRINT NAME PRINT NAME

EXHIBIT "A"

**REVISED JANUARY 2015** 

# MILLS ACT HISTORICAL PROPERTY CONTRACT APPLICATION "ATTACHMENT E"

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

### HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Property Address 6253 Hollywood E	31vd 304		
Owner(s) of Property: Solange Know	wles		
Owner(s) Mailing Address 13701 R	iverside Drive 8th fl	oor	
Home Telephone	Wo	ork Telephone	818-981-3505
Mobile Telephone	Alt	ernate Telephone	
Owner(s) Email:	Alt	ernate Email	
spkonline@LBM.B	317.		
PROPERTY INFORMATION			
egal Description: Tract: TR 060544:-C	Block:	None Lot: LT1	ARB: None
Assessor Identification Number (AIN)	: 5546-030-46	Council l	District No.: 13
Property Purchase Date:	Most	Recent Assessed Value	589000
wner Occupied: XYes O No	Use: O Single-Family	y Dwelling (X) Multi-famil	y / Commercial / Industria
ddresses for all other property owned w eperate sheet of paper, Labeled "Attach	, ,		OYes ⊗ NA
axes on all property owned within the Ci	ity of Los Angeles are P	AID to date?	⊗Yes O No
re there any outstanding orders to comp ngeles Department of Building and Safe ommunity Investment Department?			◯Yes <b>(X)</b> No
ISTORCIAL SIGNIFICANCE			
X Historic-Cultural Monument (HCM)			
HCM Number: 1088 HCI	M Name: Bank of I	Hollywood / Equitible Buildin	ig
Contributor to a Historic PReseravito	on Overlay Zone (HPOZ	<u>.</u> )	
HPOZ Name:	Historic	Property Name:	
riginal Construction Date: 1929	Architect(s):	Aleck Curlett	
	evival and Art Deco		•
am (We are) the present owner(	s) of the property	described above and	hereby apply for
n historical property/contract.	atalis		
	X 9/21/15 -		
wner Signature	<sup>/</sup> Date Ov	vner Signature	Date
SOLANGE KNOWLES			
nnt Name	Pr	int Name	

### HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Property Address 6253 Hollywoo		
	Davood J. Agahi	•
Owner(s) Mailing Address 119 M	Mosaic Company	AN 77 C NU
Home Telephone	Work Telephone	81437 F-214
Mobile Telephone	Alternate Telephone	
Owner(s) Email: djagahi@gmail.	COM Alternate Email	
PROPERTY INFORMATION		ADD. Nana
egal Description; Tract: TR 060544	4:-C Block: None Lot:_	LT1 ARB: None
Assessor Identification Number (A	AIN): 5546-030-47 Cou	ncil District No.: 13
Property Purchase Date:	Most Recent Assessed Va	lue 452871
Owner Occupied: XYes No	Use: Single-Family Dwelling Multi-	family / Commercial / Industrial
	ed within the City ofLos Angeles are noted on a tachment E", and submitted with this application?	OYes X
avec on all property owned within the	e City of Los Angeles are PAID to date?	Yes O No
axes on an property owned within the		` \
	omply against the property from the Los Safety or Los Angeles Housing +	OYes ØNA ØYes ONo OYes ØNo
Are there any outstanding orders to co Angeles Department of Building and S Community Investment Department?	Safety or Los Angeles Housing +	OYes No
tre there any outstanding orders to coorders Department of Building and Scommunity Investment Department?  IISTORCIAL SIGNIFICANCE  X Historic-Cultural Monument (HC	Safety or Los Angeles Housing +	
Are there any outstanding orders to cooking less Department of Building and Scommunity Investment Department?  IISTORCIAL SIGNIFICANCE  X Historic-Cultural Monument (HC	Safety or Los Angeles Housing +  SM)  HCM Name: Bank of Hollywood / Equitible B	
Are there any outstanding orders to cooking a partment of Building and Scommunity Investment Department?  IISTORCIAL SIGNIFICANCE  X Historic-Cultural Monument (HC)  HCM Number: 1088	Safety or Los Angeles Housing +  SM)  HCM Name: Bank of Hollywood / Equitible B	
IISTORCIAL SIGNIFICANCE    Historic-Cultural Monument (HC)	Safety or Los Angeles Housing +  SM)  HCM Name: Bank of Hollywood / Equitible Baviton Overlay Zone (HPOZ)	
Are there any outstanding orders to cooking and Stangeles Department of Building and Stangeles Department?  IISTORCIAL SIGNIFICANCE    Historic-Cultural Monument (HC)	Safety or Los Angeles Housing +  SM)  HCM Name: Bank of Hollywood / Equitible B aviton Overlay Zone (HPOZ)  Historic Property Name:	
Are there any outstanding orders to cooking and Stangeles Department of Building and Stangeles Department?  IISTORCIAL SIGNIFICANCE    Historic-Cultural Monument (HC)	Safety or Los Angeles Housing +  SM)  HCM Name: Bank of Hollywood / Equitible Baviton Overlay Zone (HPOZ)  Historic Property Name:  329 Architect(s): Aleck Curlett  ic Revival and Art Deco	uilding
Are there any outstanding orders to cooking a least Department of Building and Strommunity Investment Department?  IISTORCIAL SIGNIFICANCE    Historic-Cultural Monument (HC)	Safety or Los Angeles Housing +  SM)  HCM Name: Bank of Hollywood / Equitible Baviton Overlay Zone (HPOZ)  Historic Property Name:  229 Architect(s): Aleck Curlett  Ic Revival and Art Deco	uilding
Are there any outstanding orders to cooking a partment of Building and Scommunity Investment Department?  IISTORCIAL SIGNIFICANCE    Historic-Cultural Monument (HC)	Safety or Los Angeles Housing +  SM)  HCM Name: Bank of Hollywood / Equitible Baviton Overlay Zone (HPOZ)  Historic Property Name:  929 Architect(s): Aleck Curlett  ic Revival and Art Deco  ner(s) of the property described above and actions of the property described above and actions.	uilding and hereby apply for

Revised January 2015

Exhibit "A"

### HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION	
PROPERTY ADDRESS: 4253 HOLLYWOOD	BLUD. #306
OWNER(S) OF PROPERTY: Carolyn Rodio	15.110
OWNER(S) MAILING ADDRESS: 7 Vainwright	Road, Winchester, MA 01890
HOME TELEPHONE:	WORK TELEPHONE:
MOBILE TELEPHONE: 1-617-512-6317	ALTERNATE TELEPHONE:
OWNER(S) EMAIL: C3ra/jagcomeastinet	ALTERNATE EMAIL:
PROPERTY INFORMATION	est, providition and all and all accounts for the following source of the state of
Legal Description: TRACT: TR 060544 - C	BLOCK: NONE LOT: LT   ARB: NONE
	30 - 50 COUNCIL DISTRICT NO.: 1 3
PROPERTY PURCHASE DATE: 10/2/15 Most	RECENT ASSESSED VALUE: \$575,000
	E-FAMILY DWELLING C MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL
Addresses for all other property owned within the Cit's separate sheet of paper, labeled "Attachment E", and su	YES WO NA
TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANG	SELES ARE PAID TO DATE?
ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SA ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT	FETY OR LOS
HISTORICAL SIGNIFICANCE	
HISTORIC-CULTURAL MONUMENT (HCM)	* *
HCM NUMBER: 1088 HCM NAME: Bank	of Hollywood/ Equitable Building
CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZO	ONE (HPOZ)
HPOZ NAME: I	HISTORIC PROPERTY NAME:
ORIGINAL CONSTRUCTION DATE: 1929 AF	
ARCHITECTURAL STYLE: Late Gothic a-	I Aer Deco
I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DE PROPERTY CONTRACT.  O7/28/10	SCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL
OWNER SIGNATURE DATE	OWNER SIGNATURE DATE
Carolyn Rodio	
PRINT NAME	PRINT NAME

EXHIBIT "A"

### HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION	a 1	
PROPERTY ADDRESS: 6253 Holly Court	Blud # 307,	
OWNER(S) OF PROPERTY: NCK JAMIZEN		
OWNER(S) MAILING ADDRESS: (Sel above)	LOS Angeles, CA 900	328
Home Telephone:	Work Telephone:	
MOBILE TELEPHONE: (661) 993-7413	ALTERNATE TELEPHONE:	
OWNER(S) EMAIL:	ALTERNATE EMAIL:	
PROPERTY INFORMATION	t, an eagustion segues, while the state is a sured construint which is the interest product of the state of t	akungkan in kejalan mendi (membedakun mende), se i
Legal Description: TRACT: TR - 060544-C	BLOCK: none LOT: LTI ARB: No	one
Assessor Identification Number (AIN): 5546 - 030	COUNCIL DISTRICT NO.	:13
PROPERTY PURCHASE DATE: 0/0/01/4 MOST F	RECENT ASSESSED VALUE: \$668,000	<u> </u>
OWNER OCCUPIED: YES ONO USE: OSINGLE-		
Addresses for all other property owned within the City separate sheet of paper, labeled "Attachment E", and sui		YES NA
TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGE	ELES ARE PAID TO DATE?	YES O NO
ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAF ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMEN	ETY OR LOS	YES NO
HISTORICAL SIGNIFICANCE	് പുത്ത് പെടുത്തെടു്ട് എക്ക് വിവര്ഷ്ട് വിവര്ഷ്ട് വിത്യാൻ വിത്രയായ വിത്യാൻ വിത്രാൻ വിത്രാൻ വിത്രാൻ വിത്രാൻ വിത്യാൻ വിത്രാൻ വിത്	man - Arriv - a Mile and man Tandamah a Mile and a Sirah Parjama a Mile and Arrivan and Ar
Historic-Cultural Monument (HCM)		
HCM NUMBER: 1088 HCM NAME: 1370 C	A IDIYWOOD - Equitable 13	देशीयांम
CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZO	·	
	ISTORIC PROPERTY NAME:	
ORIGINAL CONSTRUCTION DATE: 1929 ARG	CHITECT(S): <u>Aleck</u> CURICTT	
ORIGINAL CONSTRUCTION DATE: 1929 ARCHITECTURAL STYLE: LATE G-Mic R	incl a ART DECO	
I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DES	CRIBED ABOVE AND HEREBY APPLY FOR AN HISTO	RICAL
PROPERTY CONTRACTO 1 MANUAL GAL/1	6	
OWNER SIGNATURE DATE NICHOLOS TOMIZEL	Owner Signature	DATE
PRINT NAME	PRINT NAME	<del></del>

EXHIBIT "A"

# MILLS ACT HISTORICAL PROPERTY CONTRACT APPLICATION "ATTACHMENT E"

Name:	Nicholas Janizeh
	Write first and last name
Addres	ss(es) of other property in the City of Los Angeles:

6253 Hollywood Blad

### HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION	a 0	
PROPERTY ADDRESS: 6253 Holly wa	od Blud # 308	
OWNER(S) OF PROPERTY: PKEB Lice	RDEB LLC	****
OWNER(S) MAILING ADDRESS: P.O. BOX 3663	33 LA Ca 90036	
Home Telephone:	Work Telephone:	AND 1
MOBILE TELEPHONE: 213 393 2527	ALTERNATE TELEPHONE:	
MOBILE TELEPHONE: 213 393 2527  OWNER(S) EMAIL: PKEBDDAOL CON	alternate Email:	
PROPERTY INFORMATION	metrodici mendak seminan seperanjan nyigipa metiki metrodici metrodici menapya, may pangunan pakaya nyigipa mengapa mengapa nyigipa nyigipa nyigipa mengapa nyigipa	where $a_{ij}^{(1)}$ was not fitted for a small frequency after the $W$ to $\alpha$ where $\alpha_{ij}^{(2)}$ was not fitted for a small frequency of the same $W$ to $\alpha$
Legal Description: TRACT: TR 060544 - 0	BLOCK: NONE LOT: LT / ARB:	NONE
Assessor Identification Number (AIN): <u>5546</u> -	030 - 50 COUNCIL DISTRICT	NO.: <u>13</u>
PROPERTY PURCHASE DATE: 3/1/11	OST RECENT ASSESSED VALUE: 1.100.000	
*OWNER OCCUPIED: Yes ONO USE: OSI	NGLE-FAMILY DWELLING OMULTI-FAMILY/COMMER	CIAL/ INDUSTRIAL
ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE	CITY OF LOS ANGELES ARE NOTED ON A	Yes C NA
SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AN	D SUBMITTED WITH THIS APPLICATION?	
TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS	Angeles are PAID to date?	CYES O No
ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGA FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND		CYES XNO
ANGELES HOUSING + COMMUNITY INVESTMENT DEPART		
HISTORICAL SIGNIFICANCE		$\log_{2m+2m}\log_{2m}\log$
HISTORIC-CULTURAL MONUMENT (HCM)		., 0 '
HCM NUMBER: 1088 HCM NAME: Bank	of Hollywood/ Equit. 6	e Buildin
CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLA	Y ZONE (HPOZ)	
HPOZ NAME:	HISTORIC PROPERTY NAME:	
ORIGINAL CONSTRUCTION DATE: 1929  ARCHITECTURAL STYLE: Late Gothic Texts	Val and Art Deco	
I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY	DESCRIBED ABOVE AND HEREBY APPLY FOR AN HIS	TORICAL
PROPERTY CONTRACT	,	
1/16/	<u> </u>	
OWNER SIGNATURE DATE	OWNER SIGNATURE	DATE
OWNER SIGNATURE DATE PAOLO ROSSI C/O ROEDUC 100%		,
PRINT NAME	PRINT NAME	

EXHIBIT "A"

# MILLS ACT HISTORICAL PROPERTY CONTRACT APPLICATION "ATTACHMENT E"

Name:	12000 Rossi
	Write first and last name
Addre	ss(es) of other property in the City of Los Angeles
200	33 Prosfect Ave (A.Ca 90036
373	- Prospect Ave C St. Ca 100 73
6253	Hollywood BL # 1101 ( & Ca 50028

#### HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Property Address 6253 Hollywood Blvd 309 Owner(s) of Property: Omid Javaherian Owner(s) Mailing Address 18301 Ranchest 8183551144 Work Telephone Home Telephone Mobile Telephone Alternate Telephone Owner(s) Email: omj28@aol.com schezaad@me.com Alternate Email PROPERTY INFORMATION ARB: None Lot: LT 1 Legal Description: Tract: TR 060544:-C Block: None Assessor Identification Number (AIN): 5546-030-51 Council District No.: 13 Property Purchase Date: Most Recent Assessed Value 380000 Owner Occupied Use Single-Family Dwelling (x) Multi-family / Commercial / Industrial (X) Yes () No Addresses for all other property owned within the City ofLos Angeles are noted on a MYes () NA 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 Yes O No Angeles Department of Building and Safety or Los Angeles Housing + Community Investment Department? HISTORCIAL SIGNIFICANCE | 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 hereby apply for an historical property contract. Owner Signature **Owner Signature** Date **Print Name** 

Exhibit "A"

# MILLS ACT HISTORICAL PROPERTY CONTRACT APPLICATION "ATTACHMENT E"

		AND THE RESIDENCE OF THE PROPERTY OF THE PROPE
Name	and Jandie de	
	Write first and last name	
	write mot and rast traine	
Addres	ss(es) of other property owned in the City of Los Angeles	
7.00.00	dates, or other property owned in the dity of Eos Angeles	
	12301 Banche St. Tanzuna ("	2 1 2 2 2
	1/30/ Ban(1)6 St. 100 7416 (6	9/51/

Property Address 6257						
Owner(s) of Property:	Robert Levon	Been				
Owner(s) Mailing Addr	ess 1880 Cen	tury Park E. Sui	te 1600, Los A	Angeles, CA	90068	
Home Telephone		•	Work Telephon			
Mobile Telephone Owner(s) Email:6Gallery@gmail.com			Alternate Telepi	hone		
		n	Alternate Email			
PROPERTY INFORM	MATION					
egal Description: Tract:	TR 060544:-C	Bloc	k: None	Lot: LT 1	ARE	None
Assessor Identification	Number (AIN):	5546-030-52		Council D	istrict No.:	13
Property Purchase Date	<b>:</b> :	M	ost Recent Ass	essed Value 31	82505	
Owner Occupied: XY	es O No L	lse: O Single-Fa	mily Dwelling (	Multi family	/ Commerci	al / industrial
Addresses for all other pro	_	-		_		
seperate sheet of paper, I	_abeled "Attachm	ent E", and submit	ted with this appl	lication?	O Yes	● NA
Toyor on all propagu aum	ed within the City	of Los Angeles ar	e PAID to date?		Yes	O No
iaxes on an property own	· ·					
Are there any outstanding Angeles Department of Bu	orders to comply	against the prope	rty from the Los		OYes	● No
Are there any outstanding Angeles Department of Bucommunity Investment December 1981	orders to comply uilding and Safety epartment?	against the prope	rty from the Los		Oyes	● No
Are there any outstanding Angeles Department of But Community Investment De HISTORCIAL SIGNIF	orders to comply uilding and Safety epartment?  ICANCE nument (HCM)	against the prope or Los Angeles H	rty from the Los	quitible Building		● No
Are there any outstanding Angeles Department of Bucommunity Investment De HISTORCIAL SIGNIF  Historic-Cultural Mon	orders to comply uilding and Safety epartment?  ICANCE nument (HCM)  HCM	against the prope or Los Angeles H	rty from the Los ousing + of Hollywood / Ed	quitible Building		● No
Are there any outstanding Angeles Department of Bucommunity Investment Declaration of the Historic-Cultural Monumber: 108	orders to comply uilding and Safety epartment?  ICANCE nument (HCM)  HCM	v against the prope v or Los Angeles Hi Name: Bank	rty from the Los ousing + of Hollywood / Ed			● No
Are there any outstanding Angeles Department of Bucommunity Investment December December 108  HISTORCIAL SIGNIF  Historic-Cultural More HCM Number: 108  Contributor to a Historic HPOZ Name:	orders to comply uilding and Safety epartment?  ICANCE nument (HCM)  B HCM  oric PReseravitor	v against the prope v or Los Angeles Hi Name: Bank	of Hollywood / E	ne:		● No
Are there any outstanding Angeles Department of Bucommunity Investment December 100 HISTORCIAL SIGNIF  Historic-Cultural Month HCM Number: 108  Contributor to a Historic	orders to comply uilding and Safety epartment?  ICANCE nument (HCM)  B HCM  oric PReseravitor	v against the prope v or Los Angeles Hi Name: Bank n Overlay Zone (HP	of Hollywood / Ed	ne:		● No
Are there any outstanding Angeles Department of Bucommunity Investment December December 108  HISTORCIAL SIGNIF  Historic-Cultural More HCM Number: 108  Contributor to a Historic HPOZ Name:	orders to comply uilding and Safety epartment?  ICANCE nument (HCM)  B	Name: Bank Overlay Zone (HP Histo Architect(s):	of Hollywood / Ed	ne:	)	
Are there any outstanding Angeles Department of Bucommunity Investment Decommunity Investment Investment Decommunity Investment Decommuni	orders to comply uilding and Safety epartment?  ICANCE nument (HCM)  B	Name: Bank Overlay Zone (HP Histo Architect(s):	of Hollywood / Ed	ne:	)	
Are there any outstanding Angeles Department of Bucommunity Investment Decommunity Investment Investment Decommunity Investment Decommuni	orders to comply uilding and Safety epartment?  ICANCE nument (HCM)  B	Name: Bank Overlay Zone (HP Historival and Art Deco ) of the propert	of Hollywood / Ed	above and h	)	
Are there any outstanding Angeles Department of Bustanding Angeles Department of Bustanding Angeles Department Decommunity Investment Decomposition Decomposit	orders to comply uilding and Safety epartment?  ICANCE nument (HCM)  B	Name: Bank Overlay Zone (HP Histo Architect(s): vival and Art Deco ) of the propert	of Hollywood / Ed POZ) ric Property Nam Aleck Curlett	above and h	)	ply for

Revised January 2015

Exhibit "A"

Property Address 6251 & 6253 Hollywood Blvd 402 Owner(s) of Property: Westley Hargrave & Hanna Lorch Owner(s) Mailing Address 6253 Hollywood Blvd 402 3107951077 Home Telephone Work Telephone Mobile Telephone Alternate Telephone Owner(s) Email: hannahlorch@mac.com westleyhargrave@mac.com Alternate Email PROPERTY INFORMATION ARB: None Lot: LT1 Legal Description: Tract: TR 060544:-C Block: None Assessor Identification Number (AIN): **5546-030-** 53 Council District No.: 13 **Property Purchase Date: April 2008** Most Recent Assessed Value 526000 Owner Occupied: Use: Single-Family Dwelling Yes 🐼 No (x) Multi-family / Commercial / Industrial Addresses for all other property owned within the City ofLos Angeles are noted on a Yes NA seperate sheet of paper, Labeled "Attachment E", and submitted with this application? (X) Yes () No 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 Yes (X) No Angeles Department of Building and Safety or Los Angeles Housing + Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCM) HCM Number: 1088 Bank of Hollywood / Equitible Building HCM Name: 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 hereby apply for an historical property contract. Sept 10 2015 Sept 10 2015 Owner Signature Owner Signature Date Date Hannah Hargrave Ne: Lorch

Revised January 2015

Westley Hargrave

**Print Name** 

**Print Name** 

HISTORCIAL SIGNIFICA  X Historic-Cultural Monum HCM Number: 1088  Contributor to a Historic HPOZ Name:  Original Construction Date:  Architectural Style: Lai  I am (We are) the present an historical property contributor of the present and	PReseraviton  1929 te Gothic Revient owner(s) ontract.	Overlay Zone (  Hi  Architect(s	storic Property Na  Aleck Curle  o  erty described	above and he		ply for _6/25/20/5 Date
Historic-Cultural Monum HCM Number: 1088 Contributor to a Historic HPOZ Name: Original Construction Date: Architectural Style: Lal I am (We are) the present an historical property contributors.	PReseraviton  1929 te Gothic Revient owner(s) ontract.	Overlay Zone (  Hi  Architect(s  val and Art Dec  of the proper	storic Property Na.  Aleck Curle  Aleck Curle  described	above and he	ereby ap	6/25/201
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Historic-Cultural Monum HCM Number: 1088 Contributor to a Historic HPOZ Name: Original Construction Date:	PReseraviton	Overlay Zone ( Hi Architect(s	HPOZ) storic Property Na ): Aleck Curle	me:		
Historic-Cultural Monum HCM Number: 1088 Contributor to a Historic HPOZ Name:	PReseraviton	Overlay Zone (	HPOZ) storic Property Na	me:		
Historic-Cultural Monum HCM Number: 1088 Contributor to a Historic	ent (HCM) HCM I	Overlay Zone (	HPOZ)	and the second s		
Historic-Cultural Monum HCM Number: 1088 Contributor to a Historic	ent (HCM) HCM I			Equitible Building		•
Historic-Cultural Monum HCM Number: 1088	ent (HCM) HCM I			Equitible Building		-
X Historic-Cultural Monum					,	
HISTORCIAL SIGNIFICA	ANCE					
	MACE					
Are there any outstanding ord Angeles Department of Buildin Community Investment Department	ng and Safety				○Yes	<b>€</b> No
Taxes on all properly owned	within the City	of Los Angeles	are PAID to date?		Yes	O No
seperate sheet of paper, Labo	•	•	•		○Yes	NA
Owner Occupied: XYes  Addresses for all other proper	_	_	Family Dwelling s Angeles are note	■ Multi-family / ed on a		ial / Industrial
Property Purchase Date: 0	_		Most Recent Ass	`	•	
Assessor Identification Nu	mber (AIN):	6546-030- 5	4	Council Dis	strict No.:	13
Legal Description: Tract. TF		В	lock: None	Lot: LT 1	ARE	3: None
PROPERTY INFORMAT	TION					
Owner(s) Email: Susan Hi	ill pdogwife@	gmail.com	Alternate Ema	il Possum	posshog	@yahoo.com
Mobile Telephone Alternate Telephone						
Mobile Telephone			Work Telephor	ne		
Home Telephone	,,	., • • • • • • • •				
·						

Exhibit "A"

Property Address 6251 & 6253 Hollywood Blvd 501 Owner(s) of Property: Frank Harper Owner(s) Mailing Address 6253 Hollywood Blvd. #501 Work Telephone Home Telephone **Mobile Telephone** Alternate Telephone Owner(s) Email: hillharperoffice@gmail.com Alternate Email PROPERTY INFORMATION ARB: None Legal Description: Tract: TR 060544:-C Lot: LT1 **Block: None** Assessor Identification Number (AIN): 5546-030-55 Council District No.: 13 **Property Purchase Date:** Most Recent Assessed Value 551000 Owner Occupied: X Yes No 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 Yes No 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 Contributor to a Historic PReseraviton Overlay Zone (HPOZ) **HPOZ Name:** Historic Property Name: Aleck Curlett Architect(s): Original Construction Date: 1929 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 Owner Signature Print Name** 

Exhibit "A"

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

Name:	FRANK	Harper	
	Write first an	d last name	

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

4501-4503 1/2 Mapkwoord Aui, Los Angeles, CA 90004

1645 No. VINE # 706: Los Angeles CA 90028

1645 No. VINE # 705; Los Angeles CA 90028

2700 CARRHAR Dr.; Los Angeles, CA 90046

239 S. VERHORT Are; Los Angeles, CA 90004

Property Address 6251 & 6253 Hollywood Blvd 502 Owner(s) of Property: Chris and Alan Kantrowitz Owner(s) Mailing Address 11554 Canton Drive Home Telephone Work Telephone 8184812724 Mobile Telephone Alternate Telephone Owner(s) Email:alogoinc@aol.com Alternate Email PROPERTY INFORMATION Lot: LT1 ARB: None Legal Description: Tract: TR 060544:-C Block: None Assessor Identification Number (AIN): 5546-030-56 Council District No.: 13 Property Purchase Date: 6/11/2011Most Recent Assessed Value 440258 Owner Occupied: X Yes O No Use: O Single-Family Dwelling Multi-family / Commercial / Industrial Addresses for all other property owned within the City ofLos Angeles are noted on a Yes O NA seperate sheet of paper, Labeled "Attachment E", and submitted with this application? @Yes O No 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 Yes No 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 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 hereby apply for an historical property contract. Owner Signature Owner Signature Date

Exhibit "A"

# MILLS ACT HISTORICAL PROPERTY CONTRACT APPLICATION "ATTACHMENT E"

Name: Write first and last name
Address(es) of other property owned in the City of Los Angeles:  833   Lookat Mounta, n Auc Los Angeles Ca Gootto

Property Address 6251 & 6253 Hollywood Blvd 503
Owner(s) of Property: B Calhoun Ann Marie Simpson Samuel
Owner(s) Mailing Address 101 West High Street
Home Telephone 540,406:1245 Work Telephone 540, 406, 12,45
Mobile Telephone 540 · 406 · 1245 Alternate Telephone
Owner(s) Email: bccalhoun@hotmail.com  Alternate Email (ockbrickeguitaregmail.com)
PROPERTY INFORMATION  _egal Description: Tract: TR 060544:-C
Assessor Identification Number (AIN): 5546-030-57 Council District No.: 13
Property Purchase Date: Most Recent Assessed Value 343686
Owner Occupied:   Yes 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?  Yes O No Taxes on all property owned within the City of Los Angeles are PAID to date?  Yes O No Oyes O No Are there any outstanding orders to comply against the property from the Los Oyes O No Oyes
HISTORCIAL SIGNIFICANCE    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
am (We are) the present owner(s) of the property described above and hereby apply for in historical property centract.
owner Signature Date Date
Brian Calhan Ann Marie Simpson

**Print Name** 

Exhibit "A"

**Print Name** 

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

Name: Write first and last name
Address(es) of other property owned in the City of Los Angeles:  6253 Hally was Blud  Los Angeles, CA 90028

Property Address 6251 & 6253 Holly Owner(s) of Property: Michael Bryan				
Owner(s) Mailing Address 11684 Ve		2		
Home Telephone		Work Telephone	31092718	18
Mobile Telephone Owner(s) Email: zmelocity@yahoo.c	om	Alternate Teleph	one 8/8-7	161-3400
PROPERTY INFORMATION Legal Description: Tract: TR 060544;-C		ck: None	Lot: LT1	ARB: None
Assessor Identification Number (AIN): Property Purchase Date:	5546-030-58	lost Recent Asse		trict No.: 13
Owner Occupied:  Yes  No L Addresses for all other property owned wit seperate sheet of paper, Labeled "Attachn Taxes on all property owned within the City Are there any outstanding orders to comply Angeles Department of Building and Safety Community Investment Department?	nent E", and submi y of Los Angeles a y against the prope	Angeles are noted ted with this applicated with this applicate? PAID to date?	on a	Ommercial / Industrial  Yes  NA  Yes  No  Yes  No
HISTORCIAL SIGNIFICANCE    Historic-Cultural Monument (HCM)  HCM Number: 1088 HCM	l Name: Bank	of Hollywood / Eq	uitible Building	
Contributor to a Historic PReseravitor	n Overlay Zone (H	POZ)	· · · · · · · · · · · · · · · · · · ·	AND AND THE PROPERTY OF THE PR
HPOZ Name:	,	oric Property Name	<b>9</b> ;	
Driginal Construction Date: 1929	Architect(s):	Aleck Curlett		
Architectural Style: Late Gothic Re	vival and Art Deco			
am (We are) the present owner(s	s) of the proper	ty described a	bove and he	reby apply for
mul feit	08JUL 2015	 		
Dwner Signature	Date	Owner Signat	ure	Date
Michael Feist				
Print Name		Print Name		<del></del>

Exhibit "A"

Property Address 6251 & 6253 Hollywood Blvd 505 Owner(s) of Property: Julie Ashton & Gregg Barson Owner(s) Mailing Address 6253 Hollywood Blvd 505 Work Telephone Home Telephone Mobile Telephone Alternate Telephone Owner(s) Email: julie@jacasting.com Gregg@mansfieldavenue.com Alternate Email PROPERTY INFORMATION ARB: None Legal Description: Tract: TR 060544:-C Block: None Lot: LT1 Assessor Identification Number (AIN): **5546-030-** 59 Council District No.: 13 **Property Purchase Date:** Most Recent Assessed Value 405079 Use: O Single-Family Dwelling Owner Occupied: Multi-family / Commercial / Industrial Addresses for all other property owned within the City ofLos Angeles are noted on a Yes O NA seperate sheet of paper, Labeled "Attachment E", and submitted with this application? Yes O No Taxes on all property owned within the City of Los Angeles are PAID to date? OYes W 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? 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: Aleck Curlett **Original Construction Date:** 1929 Architect(s): 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 Sidna Owner Signáture Date **Date Print Name Print Name** 

Exhibit "A"

# MILLS ACT HISTORICAL PROPERTY CONTRACT APPLICATION "ATTACHMENT E"

Name	Write first and last name Wess Barson
Addre	ss(es) of other property owned in the City of Los Angeles:
	Les Ongoles, Ca. 90046
	J ,

### HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Property Address 6251 & 6253 Hollywood Blvd 506
Owner(s) of Property: Rachel Wells
Owner(s) Mailing Address 6253 Hollywood Blvd #506
Home Telephone 7 917-991-2022 Work Telephone 3239935017
Mobile Telephone × 9 17 - 991 - 2022 Alternate Telephone >
Owner(s) Email: { racher. wells@tumer.com. Alternate Email X racher. wells@tumer.
PROPERTY INFORMATION  Legal Description: Tract: TR 060544:-C Block: None Lot: LT 1 ARB: None
Assessor Identification Number (AIN): 5546-030-60 Council District No.: 13
Property Purchase Date: Most Recent Assessed Value 557000
Owner Occupied: XYes O No Use: Single-Family Dwelling Multi-family / Commercial / Industrial
Addresses for all other property owned within the City ofLos Angeles are noted on a seperate sheet of paper, Labeled "Attachment E", and submitted with this application?  OYes 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 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
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 hereby apply for an historical property contract.
Local Myells , 7/27/15
Owner Signature Date Date
RacheMWelk y
Print Name Print Name

Property Address 6251 & 6253 Hollywood Blvd 507

#### HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Owner(s) of Property: Arthur Benedetti Jr. Owner(s) Mailing Address 1024 North Orange 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 ARB: None Legal Description: Tract: TR 060544:-C **Block: None** Lot: LT 1 5546-030-5546030061 Assessor Identification Number (AIN): Council District No.: 13 **Property Purchase Date:** Most Recent Assessed Value Owner Occupied: Use: Single-Family Dwelling Multi-family / Commercial / Industrial Addresses for all other property owned within the City ofLos Angeles are noted on a OYes Ø NA 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 Bank of Hollywood / Equitible Building HCM Name: Contributor to a Historic PReseraviton Overlay Zone (HPOZ) **HPOZ Name:** Historic Property Name: 1929 Architect(s): Aleck Curlett Original Construction Date: 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 confract. Owner Signature Owner Signature **Date Print Name** Print Name

Revised January 2015

Exhibit "A"

Property Address 6251 & 6253 Hollywood Blvd 508 Owner(s) of Property: April Lim Owner(s) Mailing Address 6253 Hollywood Blvd unit #508 3238360320 Work Telephone Home Telephone Alternate Telephone gaa-la.com Mobile Telephone Owner(s) Email: aprillim@ Alternate Email PROPERTY INFORMATION ARB: None Lot: LT1 Legal Description: Tract: TR 060544:-C Block: None 5546-030-62 Council District No.: 13 Assessor Identification Number (AIN): **Property Purchase Date:** Most Recent Assessed Value 964000 Owner Occupied: Use: O Single-Family Dwelling X Multi-family / Commercial / Industrial (X) Yes () No Addresses for all other property owned within the City ofLos Angeles are noted on a (V) Yes () NA 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? OYes MNo 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 | Historic-Cultural Monument (HCM) **HCM Number:** Bank of Hollywood / Equitible Building 1088 **HCM Name:** Contributor to a Historic PReseraviton Overlay Zone (HPOZ) **HPOZ Name:** Historic Property Name: **Aleck Curlett** Original Construction Date: 1929 Architect(s): **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** Owner Signature Date Date **Print Name Print Name** 

# MILLS ACT HISTORICAL PROPERTY CONTRACT APPLICATION "ATTACHMENT E"

Name:	April Lim	
	Write first and last name	
Addres	s(es) of other property owned in the City of Los Angeles:	
	6657 France Jerroce, LA	90028
		<del></del>

Property Address 6251 & 6253 Hollywood Blvd 509 Doshie Crandall Owner(s) of Property: Owner(s) Mailing Address 777 Wedge Drive Work Telephone (239) 596-2300 Home Telephone (239) 216 - 1466 Atternate Telephone (239) 216-1465 (husband-Blane) Mobile Telephone (239) 216 - 1466 Alternate Email doshie777@aol.com Owner(s) Email: roger.crandall@me.com **PROPERTY INFORMATION** ARB: None Lot: LT1 Legal Description: Tract: TR 060544:-C **Block: None** Council District No.: 13 5546-030-63 Assessor Identification Number (AIN): **Property Purchase Date:** Most Recent Assessed Value 531000 Use: O Single-Family Dwelling Multi-family / Commercial / Industrial Owner Occupied: XYes O No Addresses for all other property owned within the City ofLos Angeles are noted on a Yes 🙆 NA 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? Only This Oyes ( No Are there any outstanding orders to comply against the property from the Los Angeles Department of Building and Safety or Los Angeles Housing + Only This property Community Investment Department? 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:** Architect(s): Aleck Curlett 1929 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. Signature Date **Owner Signature** Owner Signature **Date Print Name** 

Revised January 2015

Exhibit "A"

### HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION		
PROPERTY ADDRESS: 6251 26253 HOLL		
OWNER(S) OF PROPERTY: Danny VILL.	A	
OWNER(S) MAILING ADDRESS: 6253 HOLLYU		
Home Telephone:	Work Telephone: <u>424 - 732</u>	6600
MOBILE TELEPHONE: (424) 653-9088	ALTERNATE TELEPHONE:	
HOME TELEPHONE: (424) 653-9088  OWNER(S) EMAIL: danyov: 11a @ mme-	FIMPALTERNATE EMAIL: VILLA 126	DEMAIL. Com
PROPERTY INFORMATION	обосня подпинать принципання принципання простиную до постройнений принципання простиную поступання принципання про	rae liki ka ta hasi siyarari ha siya ka da dalarar 15, 20 kari e dalika ta harisha masi ka madi da ta da ka di
Legal Description: TRACT: T12 060544-C	BLOCK: None LOT: LT1	ARB: None
Assessor Identification Number (AIN): 5544 -		
PROPERTY PURCHASE DATE: 1/5/16	<b>G</b>	
OWNER OCCUPIED: YES ONO USE: \$5	•	
Addresses for all other property owned within th		/
SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", A		YES ONA
TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS	S ANGELES ARE PAID TO DATE?	<b>∑</b> YES ○ No
ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AG	AINST THE PROPERTY	C.V., C.N.
FROM THE LOS ANGELES DEPARTMENT OF BUILDING AN		GYES 9 NO
ANGELES HOUSING + COMMUNITY INVESTMENT DEPAR	TIMENT!	etti ole etti kaasi kana ja vaiti metei kaisa kan kan salate etti olekti olekti olektiinistelli eteksi eteksi e
HISTORICAL SIGNIFICANCE	,	
Aistoric-Cultural Monument (HCM)	1111 1/2 111 -	10
HCM NUMBER: 1088 HCM NAME: Boale	of Hollywood/Zgnitible B	uilding
CONTRIBUTOR TO A HISTORIC PRESERVATION OVERL	LAY ZONE (HPOZ)	V
HPOZ NAME:	HISTORIC PROPERTY NAME:	
ORIGINAL CONSTRUCTION DATE: 1929		Lett.
ARCHITECTURAL STYLE: Late Bothic Revi	Ial and Art Deco	)
I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERT PROPERTY CONTRACT.	TY DESCRIBED ABOVE AND HEREBY APPLY FOI	R AN HISTORICAL
Q (00) 7/18	Alle	
OWNER SIGNATURE . DATE	Owner Signature	DATE
DANIEL MILLA	5 T. T. S. S. S. T. S. T	
PRINT NAME	PRINT NAME	

EXHIBIT "A"

# MILLS ACT HISTORICAL PROPERTY CONTRACT APPLICATION "ATTACHMENT E"

Name: _	Write first	and la	ast na		anux Villa	
Address	s(es) of ot	her pı	ropert	y in t	the City of Los Angeles	
7949	Selma	Aue	#5,	Los	Angelss, CA 90046	
					_	

Property Address 6251 & 6253 Hollywood Blvd 602

#### HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Owner(s) of Property: Angelia Polsinelli Owner(s) Mailing Address 6253 Hollywood Blvd 602 Work Telephone 8183142785 Home Telephone **Mobile Telephone** Alternate Telephone Owner(s) Email: apolsinelli@joico.com Alternate Email PROPERTY INFORMATION ARB: None Legal Description: Tract: TR 060544:-C **Block: None** Lot: LT1 Assessor Identification Number (AIN): 5546-030-65 Council District No.: 13 Property Purchase Date: January 2010 Most Recent Assessed Value 456459 Owner Occupied: Use: Single-Family Dwelling (X) Yes ( ) No (x) Multi-family / Commercial / Industrial Addresses for all other property owned within the City ofLos Angeles are noted on a Yes W NA seperate sheet of paper, Labeled "Attachment E", and submitted with this application? Yes O No Taxes on all property owned within the City of Los Angeles are PAID to date? OYes **⊘**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? 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: Architect(s): Aleck Curlett **Original Construction Date:** 1929 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. Angelia Polsinelli 9/09/2015 **Owner Signature Owner Signature** Date Date Angelia Polsinelli **Print Name Print Name** 

Property Address 6251 & 6253 Hollywood Blvd 603 Owner(s) of Property: Timothy Mullen Owner(s) Mailing Address 6253 Hollywood Blvd #603 Work Telephone Home Telephone Mobile Telephone Alternate Telephone Owner(s) Email:timothyRmullen@gmail.com Alternate Email PROPERTY INFORMATION ARB: None Legal Description: Tract: TR 060544:-C Block: None Lot: LT 1 Assessor Identification Number (AIN): 5546-030-66 Council District No.: 13 Property Purchase Date: 8-2-2012 Most Recent Assessed Value 281765 Use: Single-Family Dwelling Multi-family / Commercial / Industrial Owner Occupied: (X)Yes () No Addresses for all other property owned within the City ofLos Angeles are noted on a Yes & NA seperate sheet of paper, Labeled "Attachment E", and submitted with this application? Yes O No Taxes on all property owned within the City of Los Angeles are PAID to date? OYes Q 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? HISTORCIAL SIGNIFICANCE | X | Historic-Cultural Monument (HCM) HCM Number: 1088 Bank of Hollywood / Equitible Building **HCM Name:** Contributor to a Historic PReseraviton Overlay Zone (HPOZ) **HPOZ Name:** Historic Property Name: Architect(s): Aleck Curlett Original Construction Date: 1929 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** Owner Signature Date Date MOTHY MULLEN **Print Name Print Name** 

Property Address 6251 & 6253 Hollywood Blvd 701 Owner(s) of Property: Sergio Nicolau Owner(s) Mailing Address 1645 N. Vine Street Suite 602 Work Telephone 3234606661 **Home Telephone** Mobile Telephone 3236913054 Alternate Telephone Owner(s) Email: snicolau@milagrofilms.com Alternate Email PROPERTY INFORMATION ARB: None Legal Description: Tract: TR 060544:-C Lot: LT 1 Block: None 5546-030-67 Assessor Identification Number (AIN): Council District No.: 13 Property Purchase Date: January 1, 2014 Most Recent Assessed Value 447866 Use: O Single-Family Dwelling Owner Occupied: (X) Yes () No Multi-family / Commercial / Industrial Addresses for all other property owned within the City ofLos Angeles are noted on a XYes NA seperate sheet of paper, Labeled "Attachment E", and submitted with this application? XYes O No 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 Yes (X) No Angeles Department of Building and Safety or Los Angeles Housing + **Community Investment Department?** HISTORCIAL SIGNIFICANCE | 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:** 1929 Architect(s): Aleck Curlett Original Construction Date: 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. 06/25/15 **Owner Signature Owner Signature Date** Date Sergio Nicolau **Print Name Print Name** 

# MILLS ACT HISTORICAL PROPERTY CONTRACT APPLICATION "ATTACHMENT E"

Name:	SERGIO NICOLAU
	Write first and last name s(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 & 6253 Hollywood Blvd 702 Owner(s) of Property: Tatiana Botton Owner(s) Mailing Address 524 11th St Work Telephone 3109187233 Home Telephone Mobile Telephone Alternate Telephone Owner(s) Email: tatb@mac.com Alternate Email PROPERTY INFORMATION ARB: None Legal Description: Tract: TR 060544:-C Block: None Lot: LT1 Assessor Identification Number (AIN): **5546-030-68** Council District No.: 13 **Property Purchase Date:** Most Recent Assessed Value 563861 Owner Occupied: (X) Yes () No Use: O Single-Family Dwelling Multi-family / Commercial / Industrial Addresses for all other property owned within the City ofLos Angeles are noted on a seperate sheet of paper, Labeled "Attachment E", and submitted with this application? **W**Yes O NA OYes O No Taxes on all property owned within the City of Los Angeles are PAID to date? Oyes Q 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? HISTORCIAL SIGNIFICANCE | 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 hereby apply for an historical property gontract, JULY 25 # 245 Owner Signature **Owner Signature** Date Date TATTAVA GOTTON **Print Name** 

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

Name: 14TIANA BOTTON
Write first and last name
Address(es) of other property owned in the City of Los Angeles:
650 SURSET AVENUE, NEWILE US 90291
707-709 Flower AMNUE, NEWICE U 90291
325 INDIANA, VENICE CA 90291
606 INDIANA / 804 6th ST , NEWICE CA 90291
106 6th ST , NEMICE , LA 90291
538-540 BROADWAY, VENILE, CA 90291
664 BROADWAY, KENILE, UN 90291
613 ROSE MENUE, VENICE, U 90291
615 HAUPTON AVE . # BIOZ, VENILE, LA 96291

Property Address 6251 & 6253 Hollywood Blvd 703

### HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Owner(s) of Property: Evelyn Susan Ginossi Owner(s) Mailing Address 1130 23rd Street, Manhattan Beach, California, 90266 Work Telephone 310-746-3837 Home Telephone 310-529-6887 **Mobile Telephone Alternate Telephone** Owner(s) Email: evelvnginossi@hotmail.com Alternate Email evelyn@ibvadvisorygroup.com PROPERTY INFORMATION Lot: LT 1 ARB: None Block: None Legal Description: Tract: TR 060544:-C 5546-030-69 Assessor Identification Number (AIN): Council District No.: 13 **Property Purchase Date:** Most Recent Assessed Value 385000 Owner Occupied: Use: ( ) Single-Family Dwelling ( x ) Multi-family / Commercial / Industrial (X) Yes () No Addresses for all other property owned within the City ofLos Angeles are noted on a OYes (X) NA seperate sheet of paper, Labeled "Attachment E", and submitted with this application? XX Yes \(\infty\) No 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 Yes (X) No Angeles Department of Building and Safety or Los Angeles Housing + Community Investment Department? HISTORCIAL SIGNIFICANCE | 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 hereby apply for an historical property contract. 6/29/15 **Owner Signature Owner Signature** Date Date Evelyn Ginossi **Print Name Print Name** 

Property Address 6251 & 6253 Hollywood Blvd 704

Owner(s) of Property: Richard Kring/Lis	sa LaCorte Kr	ing		
Owner(s) Mailing Address P.O Box 466		· · · ·		
Home Telephone $323 - 876 - 5285$	-	Work Telephone $32$	3-785-005	5
Mobile Telephone 310 - 650 - 9010	•	Alternate Telephone		
Owner(s) Email: erikrchin@yahoo.com	ı	Alternate Email		
PROPERTY INFORMATION	<b>D</b> .	I. Nana I ata	IT4 AD	B: None
Legal Description: Tract: TR 060544:-C	Rio	:k: None Lot:	LT1 AR	B; None
Assessor Identification Number (AIN):	5546-030-70	Co	uncil District No.:	13
Property Purchase Date:	M	ost Recent Assessed	Value 611987	
Owner Occupied: XYes O No Use	e: O Single-Fa	mily Dwelling 🔾 Mul	ti-family / Commerc	ial / Industrial
Addresses for all other property owned within seperate sheet of paper, Labeled "Attachmen			? <b>(X</b> Yes	O NA
Taxes on all property owned within the City of	of Los Angeles a	re PAID to date?	Yes	O No
Are there any outstanding orders to comply a Angeles Department of Building and Safety of Community Investment Department?		=	Yes	<b>№</b> №
HISTORCIAL SIGNIFICANCE    Historic-Cultural Monument (HCM)				
HCM Number: 1088 HCM N	lame: Bank	of Hollywood / Equitible	Building	
Contributor to a Historic PReseraviton C	Overlay Zone (Hi	POZ)		<del>***</del>
HPOZ Name:	Histo	oric Property Name:		
Original Construction Date: 1929	Architect(s):	Aleck Curlett		
Architectural Style: Late Gothic Reviv	al and Art Deco			
am (We are) the present owner(s) an historical property contract.	of the proper $\widehat{f}/\widehat{R}/\mathcal{E}$	ty described above	and hereby ap	oply for ~ 9 /8/15
Owner Signature	Date	Owner Signature		Date
RICHARD T. KRING		LISA LACO	LATE HO	 VL
Print Name	<del>aria Minde</del>	Print Name		<del> </del>

Exhibit "A"

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

Name: VICITALLS 1. (RING Write first and last name
Address(es) of other property owned in the City of Los Angeles:  2424 MICHOLS (AMYON ).
Los Anósies, CA. 90046

Property Address: 6251 & 6253 Hollywood Blvd 705 Owner(s) of Property: Gerard Vernice Owner(s) Mailing Address 6253 Hollywoods Blvd. #705 Work Telephone Home Telephone Müblic Telephone 818 445 - 6193 Alternate Telephone Owner(s) Email:gerardvernice@earthlink.net Alternate Email PROPERTY INFORMATION ARB: None Lot: LT1 Legal Description: Tract: TR 060544:-C Block: None Assessor Identification Number (AIN): \_\_5546-030-71 Council District No.: 13 Property Purchase Date: 4-7-10 Most Recent Assessed Value 502643 Owner Occupied: X Yes No Use Single-Family Dwelling X Multi-family / Commercial / Industrial Addresses for all other property owned within the City off.os Angeles are noted un a OYes Ø NA seperate sheet of paper, Labeled "Attachment E", and submitted with this application? ØYes ○ No Taxes on all property owned within the City of Los Angeles are PAID to date? OYes ⊗ 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? HISTORCIAL 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 Curlett Architectural Style: Late Gothic Revival and Art Deco I am (We are) the present owner(s) of the property described above and hereby apply for an historical property contract. 6-3075 **Owner Signature** Owner Signature Date -ERAFO VERNKE **Print Name** 

Exhibit "A"

Property Address 6251 & 6253 Hollywood Blvd 706 Owner(s) of Property: Bengard Family Trust Owner(s) Mailing Address 3912 Calle Ariana, San Clemente, CA 92672 Work relephone Home Telephone 949-218-7849 Mobile Telephone 949-939-4405 Alternate Telephone 949-218-3605 Owner(s) Email: martabirchfield@gmail.com Alternate Email kcbengard@gmail.com PROPERTY INFORMATION Lot: LT1 ARB: None Legal Description: Tract: TR 060544:-C Block: None 5546-030-72 Assessor Identification Number (AIN): Council District No.: 13 **Property Purchase Date:** Most Recent Assessed Value 611988 Owner Occupied: Use: Single-Family Dwelling Multi-family / Commercial / Industrial (X) Yes () No Addresses for all other property owned within the City ofLos Angeles are noted on a OYes ONA seperate sheet of paper, Labeled "Attachment E", and submitted with this application. MYes O No Taxes on all property owned within the City of Los Angeles are PAID to date? OYes K 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? HISTORCIAL SIGNIFICANCE | 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 hepeby apply for an historical property contract. Owner Signature Date **Print Name** 

Property Address 6251 & 6253 Hollywood Blvd 707 Owner(s) of Property: Ryan Donohue Owner(s) Mailing Address 6253 Hollywood Blvd 707 3107810447 Work Telephone **Home Telephone** Mobile Telephone **Alternate Telephone** Owner(s) Email: rfdonohue@gmail.com **Alternate Email** PROPERTY INFORMATION Lot: LT1 ARB: None Legal Description: Tract: TR 060544:-C Block: None 5546-030-73 Assessor Identification Number (AIN): Council District No.: 13 3/2010 Property Purchase Date: Most Recent Assessed Value 510160 Use: Single-Family Dwelling Multi-family / Commercial / Industrial Owner Occupied: XYes No Addresses for all other property owned within the City ofLos Angeles are noted on a seperate sheet of paper, Labeled "Attachment E", and submitted with this application? Yes ( No 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 Contributor to a Historic PReseraviton Overlay Zone (HPOZ) **HPOZ Name:** Historic Property Name: Original Construction Date: Aleck Curlett Architect(s): 1929 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 **Owner Signature** Date RYAN DONOTIVE **Print Name Print Name** 

Revised January 2015

Exhibit "A"

Property Address: 6251 & 6253 Hollywood Blvd. 708 Owner(s) of Property: Mychael Danna Owner(s) Mailing Address: 6253 Hollywood Blvd. 708, Los Angeles, CA 90028 Home Telephone; 323-822-5045 Work Telephone: Mobile Telephone: 323-393-5717 Alternate Telephone: Alternate Email: ab@mychaeldann.com Owner(s) Email: md@mychaeldanna.com PROPERTY INFORMATION ARB: None Legal Description: Tract: TR 060544:-C Block: None Let: LT1 Assessor Identification Number (AIN): 5546-030-5546030074 Council District No.: 13 Property Purchase Date: Sept 9, 2015 Most Recent Assessed Value \$960,000.00 Owner Occupied. Use: O Single-Family Dwelling Multi-family / Commercial / Industrial (A) Yes (C) No Addresses for all other property owned within the City of Los Angeles are noted on a Yes ONA seperate sheet of paper, Labeled "Attachment E", and submitted with this application? Yes O No 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 OYes WNo Angeles Department of Building and Safety or Los Angeles Housing + Community Investment Department? HISTORCIAL SIGNIFICANCE | X | Historic-Cultural Monument (HCM) **HCM Number HCM Name:** Bank of Hollywood / Equitible Building Contributor to a Historic PReseraviton Overlay Zone (HPO2) **HPOZ Name:** Historic Property Name: Original Construction Date: 1929 Architect(s): Aleck Curlett Architectural Style: Late Gothic Revival and Art Deco I am (We are) the present owner(s) of the property described above and hereby apply for an historical property contract.

Exhibit "A"

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 COURT, LOS ANGELES, CA 90068					

### HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION
PROPERTY ADDRESS: 6251 46253 HOLLY WOOD Blud. # 709
OWNER(S) OF PROPERTY: Trask Donaldson
OWNER(S) MAILING ADDRESS: 6253 HOLLY WOOD BILD # 709
HOME TELEPHONE: W/d WORK TELEPHONE: N/d
MOBILE TELEPHONE: (970) 846-4065 ALTERNATE TELEPHONE:
OWNER(S) EMAIL: traskdonaldson@gmail.comAlternate EMAIL:
PROPERTY INFORMATION
Legal Description: TRACT: TR 060544 - C BLOCK: DON'S LOT: LT1 ARB: NONG
Assessor Identification Number (AIN): 5546 - 030 - 75 COUNCIL DISTRICT NO.: 13
PROPERTY PURCHASE DATE: 12/10/15 Most Recent Assessed Value: \$ 590 666
OWNER OCCUPIED: O YES 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 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?  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?
HISTORICAL SIGNIFICANCE
MCM 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): ALZCK CWISTT
ARCHITECTURAL STYLE: Late Gothic Pevival / Apt Deco
I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.
Ti capital
OWNER SIGNATURE DATE  TRASK L. DONALDSON  DATE
PRINT NAME PRINT NAME
EXHIBIT "A" REVISED JANUARY 2015

Property Address 6251 & 6253 Hollywood Blvd 801 Owner(s) of Property: Vartan & Anait Muradyan Owner(s) Mailing Address 6253 Hollywood Blvd 801 Home Telephone Work Telephone 3238167707 Mobile Telephone Alternate Telephone Owner(s) Email: K.muradyan@yahoo.com Alternate Email PROPERTY INFORMATION ARB: None Legal Description: Tract: TR 060544:-C **Block: None** Lot: LT1 5546-030-76 Assessor Identification Number (AIN): Council District No.: 13 Property Purchase Date: Most Recent Assessed Value 395240 Owner Occupied: Use: ( ) Single-Family Dwelling ( ) Multi-family / Commercial / Industrial Addresses for all other property owned within the City ofLos Angeles are noted on a ( )Yes ( ) NA seperate sheet of paper, Labeled "Attachment E", and submitted with this application? Syes O No 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 OYes ( No 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 Contributor to a Historic PReseraviton Overlay Zone (HPOZ) HPOZ Name: Historic Property Name: Architect(s): 1929 Aleck Curlett Original Construction Date: 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. 7/1/15 7/1/15 Mount **Owner Signature Owner Signature** Date Vartar Muradyan
Print Name Anait Muradyan

Property Address 6251 & 6253 Hollywood Blvd 802

#### HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Owner(s) of Property: Yelki Proprietary Limited Owner(s) Mailing Address 6253 Hollywood Blvd 802 3238765506 Work Telephone Home Telephone Mobile Telephone Alternate Telephone Owner(s) Email: akelly 1928@gmail.com Alternate Email PROPERTY INFORMATION ARB: None Legal Description, Tract. TR 060544;-C Block: None Lot: LT1 Assessor Identification Number (AIN): 5546-030-77 Council District No.: 13 Property Purchase Date: 12/21/09 Most Recent Assessed Value 492977 Owner Occupied. XYes O No Use. Single-Family Dwelling Multi-family / Commercial / Industrial Addresses for all other property owned within the City ofLos Angeles are noted on a seperate sheet of paper, Labeled "Attachment E", and submitted with this application? XYes O No Taxes on all property owned within the City of Los Angeles are PAID to date? OYes OND 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 | | 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: Aleck Curlett Original Construction Date. 1929 Architect(s). 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. 29/06/15 **Owner Signature Owner Signature** Date Annie Kelly, Director, Yelki Pty Ltd **Print Name Print Name** 

Revised January 2015

Exhibit "A"

# MILLS ACT HISTORICAL PROPERTY CONTRACT APPLICATION "ATTACHMENT E"

Jame: 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
Write first and last name  ddress(es) of other property owned in the City of Los ngeles:
Write first and last name  ddress(es) of other property owned in the City of Los ngeles:
Write first and last name  ddress(es) of other property owned in the City of Los ngeles:
Write first and last name  ddress(es) of other property owned in the City of Los ngeles:
ddress(es) of other property owned in the City of Los ingeles:
ngeles:
ingeles:
3147-3149 Helms Ave, Los Angeles, 90034

	livd 803	
Owner(s) of Property: John Stewart, Carl F		
Owner(s) Mailing Address 811 W. Deer Vell	ley Road, Phoenix, AZ 8502	27
Home Telephone		8553755
Mobile Telephone	Alternate Telephone	
twner(s) Email: John@Sunfare.com	Alternate Email Ca	i@sunfare.com
PROPERTY INFORMATION		
agal Description: Trect: TR 060544:-C	Block: None Lot:	LT1 ARB: None
Assessor Identification Number (AIN): 5548-	-030- 78 Cou	ncil District No.: 13
Property Purchase Date:	Most Recent Assessed V	slue 395000
<b>-</b>		family / Commercial / Industrial
Addresses for all other property owned within the C seperate sheet of paper, Labeled "Attachment E",		O Yes 😵 NA
Faxes on all property owned within the City of Los	Angeles are PAID to date?	ØYes ○ No
Are there any outstanding orders to comply against Angèles Department of Building and Sefety or Los		O Yes ⊗ No
Community Investment Department?		
Dommunity Investment Department?		
Dommunity Investment Department?		
Dommunity Investment Department?		Building
Dommunity Investment Department?  HISTORCIAL SIGNIFICANCE    Historic-Cutiural Monument (HCM)	Bank of Hollywood / Equitible I	3uffeling
HEM Number: 1088 HCM Name:	Bank of Hollywood / Equitible I	Building
HISTORCIAL SIGNIFICANCE  Historic-Cultural Monument (HCM)  HCM Number: 1088 HCM Name:  Contributor to a Historic Preseraviton Overla	Bank of Hollywood / Equitible I by Zone (HPOZ)	Building
HISTORCIAL SIGNIFICANCE  Historic-Cultural Monument (HCM)  HCM Number: 1088 HCM Name:  Contributor to a Historic Preseraviton Overla	Bank of Hollywood / Equitible I by Zone (HPOZ) Historic Property Name: rchilect(e): Aleck Curieti	Building
HISTORCIAL SIGNIFICANCE    Historic-Cutiural Monument (HCM)   HCM Number: 1088   HCM Name:   Contributor to a Historio PReseravitor Overla   HPOZ Name:   Original Construction Date: 1929   Architectural Style: Late Gothic Revival and	Bank of Hollywood / Equitible I by Zone (HPOZ)  Historic Property Name: rchilect(e):  Aleck Curiett	
HISTORCIAL SIGNIFICANCE  Historic-Cultural Monument (HCM)  HCM Number: 1088 HCM Name:  Contributor to a Historic Preservitor Overla  NFOZ Name:  Original Construction Date: 1929 Ar  Architectural Style: Late Gothic Revival and	Bank of Hollywood / Equitible I by Zone (HPOZ)  Historic Property Name: rchilect(e):  Aleck Curiett	
Community Investment Department?  HISTORCIAL SIGNIFICANCE    Historic-Cuttural Monument (HCM)  HCM Number: 1088 HCM Name:    Contributor to a Historic Preservitor Overla  HFOZ Name:    Original Construction Date: 1929 Are are the present owner(s) of the in historical property contract.	Bank of Hollywood / Equitible In y Zone (HPOZ)  Historic Property Name:  rchitect(e): Aleck Curiett  d Art Deco  se property described above	
HISTORCIAL SIGNIFICANCE    Historic-Cultural Monument (HCM)   HCM Number: 1088   HCM Name:   Contributor to a Historic Preseravitor Overla   HPOZ Name:   Original Construction Date: 1929   Architectural Style: Late Gothic Revival and am (We are) the present owner(s) of the in historical property contract.	Bank of Hollywood / Equitible In the January Zone (HPOZ)  Historic Property Name: This chilect(e):  Aleck Curiett  A Art Deco  Be property described above	and hereby apply for
Community Investment Department?  HISTORCIAL SIGNIFICANCE    Historic-Cuttural Monument (HCM)  HCM Number: 1088 HCM Name:    Contributor to a Historic Preservitor Overla  HFOZ Name:    Original Construction Date: 1929 Are are the present owner(s) of the in historical property contract.	Bank of Hollywood / Equitible In y Zone (HPOZ)  Historic Property Name: Tchilect(e): Aleck Curieti d Art Deco The property described above	

Exhibit "A"

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

Name:	Carl	ferm	LO		
	Write first a	and last na	me		
Addres	ss(es) of oth	ner propert	ty in the C	ity of Los	Angeles:
			······································		

Property Address 6251 & 6253 Hollywood Blvd 901

#### HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Owner(s) of Property: Cameron Nunez Owner(s) Mailing Address 6253 Hollywood Blvd #901 7149062819 Work Telephone Home Telephone Mobile Telephone Alternate Telephone Owner(s) Email: colleentmulligan@gmail.com Alternate Email PROPERTY INFORMATION ARB: None Lot: LT 1 Legal Description: Tract: TR 060544:-C Block: None 5546-030-79 Assessor Identification Number (AIN): Council District No.: 13 **Property Purchase Date:** Most Recent Assessed Value Owner Occupied: (X) Yes () No Addresses for all other property owned within the City ofLos Angeles are noted on a CYes (NA seperate sheet of paper, Labeled "Attachment E", and submitted with this application? MYes O No Taxes on all property owned within the City of Los Angeles are PAID to date? OYes (V) 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? HISTORCIAL SIGNIFICANCE | X | Historic-Cultural Monument (HCM) HCM Number: 1088 **HCM Name:** Bank of Hollywood / Equitible Building Contributor to a Historic PReseravitor Overlay Zone (HPOZ) **HPOZ Name:** Historic Property Name: Original Construction Date: Architect(s): Aleck Curlett 1929 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 Owner Signature Date** Date **Print Name Print Name** 

### HISTORICAL PROPERTY CONTRACT APPLICATION FORM

EXHIBIT "A"	Revised January 2015
PRINT NAME PRINT NAME	
OWNER SIGNATURE DATE OWNER SIGNATURE	DATE
PROPERTY CONTRACT.	Michigan and Michigan School of Children and State of Children and Chi
I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HI	STURICAL
	ICTORICA(
ARCHITECTURAL STYLE: Late Gothic Revival and Art Deco	
ORIGINAL CONSTRUCTION DATE: 1929 ARCHITECT(s): Aleck Curlet	
HPOZ NAME: HISTORIC PROPERTY NAME:	
CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)	
HCM NUMBER: 1088 HCM NAME: Bank of Hollywood/Equitabl	e building
Y HISTORIC CHITTIDAL MORNINGENT (HCM)	
HISTORICAL SIGNIFICANCE	
FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT?	100 94 110
ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY	⊂YES Æ NO
TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE?	XYES ( NO
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?	C YES RINA
OWNER OCCUPIED: XYES (NO USE: SINGLE-FAMILY DWELLING XMULTI-FAMILY/COMMER	CIAL/ INDUSTRIAL
PROPERTY PURCHASE DATE: 1 6 14 MOST RECENT ASSESSED VALUE: \$640,000	and Income
	NO.: 13
Legal Description: TRACT: TR 060 544 C BLOCK: LOT: LT ARB:	
PROPERTY INFORMATION	1/200
OWNER(S) EMAIL: 11664 @ bigbang sound. PALTERNATE EMAIL:	
MOBILE TELEPHONE: ALTERNATE TELEPHONE:	December of the second of the
HOME TELEPHONE: 6/4/204336	
OWNER(S) MAILING ADDRESS: 6253 Holly wood 21vd # 902	gagantaraharinan inan inan inan dipendakan inan inan inan inan inan inan inan
OWNER(S) OF PROPERTY: Elizabeth Mary Pashley & Wayne Pashl	rey
PROPERTY ADDRESS: 6251 & 6253 Holly wood Blvd # 902	7
OWNER INFORMATION	

Property Address 6251 & 6253 Hollywood Biv	d 903	
Owner(s) of Property: Larry Shontz & Gloria J	-P Shoniz	
Owner(s) Mailing Address 2415 South Cheste	er Springs Road	
Hame Telephone	Work Telephone 21560	37138
Mobile Telephone	Alternate Telephone 610	8277198
Owner(s) Email: getlexis@gmail.com	Alternate Email gishor	ntz@aol.com
PROPERTY INFORMATION		
Legal Description: Tract TR 060544-C.	Block: None Lot: LT1	ARB: None
Assessor identification Number (AIN): 5546-0	030-81 Council	District No.: 13
Property Purchase Date: 12-12-2008	Most Recent Assessed Value	\$421 000
	ingle-Family Dwelling (R Multi-tam)	ily / Commercial / Industrial
Addresses for all other property owned within the City seperate sheet of paper, Labeled "Attachment E", and	ofLos Angeles are noted on a 1 submitted with this application?	OYes ⊗ NA
Texes on all property owned within the City of Los Ang	geles are PAID to date?	Yes O No
Are there any outstanding orders to comply against the Angeles Department of Building and Safety or Los And Community investment Department?	e property from the Los geles Housing +	OYes (© No
HISTORCIAL SIGNIFICANCE  Historio-Cultural Monument (HCM)		
HCM Number: 1088 HCM Name:	Bank of Hollywood / Equilible Buildi	ng
Contributor to a Historic PReservation Overlay 2	one (HPOZ)	
HPOZ Name:	Historic Property Name:	
Original Construction Data: 1929 Archit	ect(s): Aleck Curiett	
Architectural Style: Late Gothic Revival and Ar	t Deco	-
am (We are) the present owner(s) of the p	property described above and	hereby apply for
in historical property contract.	Majal-Pa-	b
Wher signature Date	Owner Signature	Date Date
LARRY Shonts	Gloria J-	P Shoutz
Print Name (	Print Name	- 110111

Exhibit "A"

Property Address 6251 &6253 Hollywood Blvd., 904

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 Email:avasydney@me.com

PROPERTY INFORMATION Legel Description: Trect - TR 060544-C	Bloc	k; Kone Loi	: <u>LT1</u>	ARS	, None
Assessor Identification Number (AIN):	5546-030-82		ownell Dis	inict No.:_	13
Property Purchase Cats:	Me	et Recent Assessed	Value	***	Angelia ang Anglia ang
	ie: O Single-Fer		M-Compily ( )	Commenci	el i krojivojej
Addresses for all either properly owned with separate sheet of paper, Labeled "Attachma			i <del>ý</del> .	O Yes	OW
Taxes on all properly owned within the City	of Ees Angeles are	PAID to detail		ØYes	O No
Are there any outstanding orders to comply Angeles Department of Staliting and Salety Community Investment Department?				O Yes	Ø No
JITTANA A A A A A A A A A A A A A A A A A					
Historic-Cultural Monumers (HCM)  HCM Number: 1088 HCM	Control of the Contro	of HOLLYWOOD/EQU	TIBLE bUI	LDING	•
Historic-Cultural Monument (HCM)  HCM Number: 1088 HCM  Contributor to a Historic PReservation	Overlag Zone (HP	OZ)	TIBLE bUI	LDING	
Historic-Cultural Monumers (HCM)  HCM Number: 1088 HCM	Overlag Zone (HP		TIBLE bUI	LDING	·
Historic-Guitural Monument (HCM) HCM Mumber: 1088 HCM Contributor to a Historic PReservitor HPCZ Mame:	Overlag Zone (HP	OZ)	TIBLE bUI	LDING	
Historic-Guitural Monument (HCM) HCM Mumber: 1088 HCM Contributor to a Historic PReservation HPCZ Mame:	Cverley Zone (HP Histori Architect(s):	OZ) no Properly Name:	TIBLE bUI	LDING	
HCM Mumber: 1088 HCM Contributor to a Historic PReservation HPC2 Name: 1929 Architectural Style: ILate Gothic Revival any (Welfare) the present currents an Metiocical property contract.	Overlay Zone (HP  Histori  Architect(s):  and Art Deco	OZ) nc Properly Name: ALECK CURLETT	TORKSHOP THE		ply for
Historic-Cultural Monument (HCM) HCM Mumber: 1088 HCM Contributor to a Historic PReservation HPCZ Mame: Continuation Date: 1929 Architectural Style: ILate Gothic Revival and (Weigner) the present currents) and intercological property contract.	Architect(s): and Art Deco	OZ) nc Properly Name: ALECK CURLETT	TORKSHOP THE		ply for Date

Revised January 2015

Exhibit "A"

### HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Property Address 6251 & 6253 Hollywood Blvd 905 Andrew Chang Owner(s) of Property: Owner(s) Mailing Address 6253 Hollywood Blvd #905 Home Telephone Work Telephone 909-451-3701 Mobile Telephone Alternate Telephone Owner(s) Email: andylew.chang@gmail.com Alternate Email PROPERTY INFORMATION ARB: None Lot: LT 1 Legal Description: Tract: TR 060544:-C Block: None Assessor Identification Number (AIN): 5546-030-83 Council District No.: 13 Property Purchase Date: 9-17-2010 Most Recent Assessed Value 463711 Use: Single-Family Dwelling Multi-family / Commercial / Industrial Owner Occupied: X Yes No Addresses for all other property owned within the City ofLos Angeles are noted on a Yes O NA 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 Contributor to a Historic PReseraviton Overlay Zone (HPOZ) **HPOZ Name:** Historic Property Name: Aleck Curlett Architect(s): Original Construction Date: 1929 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 **Print Name** 

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

A <sub>l</sub> Vrite firs	ndre t and las	w Char st name	<b>y</b>				
(es) of o	ther pro	perty owned in the	he City of Los A	Angeles:			
900	W.	Olympic	Blud #3	32B . L	os Angeles	CA	90015
			, <u></u>				
	(es) of o	(es) of other pro	(es) of other property owned in t	Vrite first and last name  (es) of other property owned in the City of Los A	(es) of other property owned in the City of Los Angeles:	(es) of other property owned in the City of Los Angeles:	while hist and last hame

### HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION	
PROPERTY ADDRESS: 6251 2 6253 Holly wood Blud # 906	
OWNER(S) OF PROPERTY: Acielle Vandenberg	
OWNER(S) MAILING ADDRESS: 1253 HOLYWOOD Blud #906 LOST	maeles (990
HOME TELEPHONE: 310-987-6143 WORK TELEPHONE: 310987-	6143
MOBILE TELEPHONE: 310.987-6143 ALTERNATE TELEPHONE:	71
OWNER(S) EMAIL: ARIELLEVAN@YAHOO.COM ALTERNATE EMAIL:	
PROPERTY INFORMATION	Commenter in our boson. The remains accounted
Legal Description: TRACT: TROGOS44C BLOCK: NOWE LOT: LT / A	RB: NONE
Assessor Identification Number (AIN): 5546 - 030 - 084 COUNCIL DIS	TRICT NO.: 13
PROPERTY PURCHASE DATE: 9/17/15 MOST RECENT ASSESSED VALUE: 7001	
OWNER OCCUPIED: YES ONO USE: SINGLE-FAMILY DWELLING O MULTI-FAMILY/COM	MMERCIAL INDUSTRIAL
ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A	O YES Q NA
SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION?	1) 0
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	CYES & NO
FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS  ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT?	
HISTORICAL SIGNIFICANCE	هما الدولي الا الله والإ مهياسية الهند و داخل الدراء والمرافض الداخل
HISTORIC-CULTURAL MONUMENT (HCM)	` ' ' ' '
HCM NUMBER: 1088 HCM NAME: Bank of Hollywood / Equitble B	suc lding
CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)	,
HPOZ NAME: HISTORIC PROPERTY NAME:	
ORIGINAL CONSTRUCTION DATE: 1929 ARCHITECT(S): Aleck Curk	++
ARCHITECTURAL STYLE: Late Gothic Devival and Art ?	
I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR A	N HISTORICAL
PROPERTY CONTRACT.  JULY 18, 2016	
OWNER SIGNATURE DATE OWNER SIGNATURE	DATE
Avielle Vokadenberg	
PRINT NAME PRINT NAME	
EXHIBIT "A"	<b>REVISED JANUARY 2015</b>

Property Address 6251 & 6253 Hollywood Blvd 907 Owner(s) of Property: Casey D. Sabol & John DeBella & Lisa Sabol Debella Owner(s) Mailing Address 6253 Hollywood Blvd #907 6103313302 Work Telephone Home Telephone Mobile Telephone Alternate Telephone Owner(s) Email: casey@caseysabolmusic.com Alternate Email PROPERTY INFORMATION Lot: LT 1 ARB: None Legal Description: Tract: TR 060544:-C Block: None Assessor Identification Number (AIN): 5546-030-85 Council District No.: 13 Property Purchase Date: 8/22/2014 Most Recent Assessed Value 635000 Owner Occupied: Use: Single-Family Dwelling Multi-family / Commercial / Industrial XYes No Addresses for all other property owned within the City ofLos Angeles are noted on a Yes (X) NA seperate sheet of paper, Labeled "Attachment E", and submitted with this application? ØYes ○ No Taxes on all property owned within the City of Los Angeles are PAID to date? OYes 🛇 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? HISTORCIAL SIGNIFICANCE | X | Historic-Cultural Monument (HCM) HCM Number: 1088 Bank of Hollywood / Equitible Building HCM Name: Contributor to a Historic PReseraviton Overlay Zone (HPOZ) **HPOZ Name:** Historic Property Name: Architect(s): Aleck Curlett Original Construction Date: 1929 Architectural Style: Late Gothic Revival and Art Deco nd hereby apply for I am (We are) the present owner(s) of the property described above an historical property contract. Owner Signature **Owner Signature** Date Date CASEY D. SABOL **Print Name** 

### HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION		
PROPERTY ADDRESS: 6253 W. Hollywood Boulevard	Unit 908 Los Angeles, CA	90028
OWNER(S) OF PROPERTY: Basil Glen Ballard, Jr.		
OWNER(S) MAILING ADDRESS: 6253 W. Hollywood Bo	oulevard, Unit 908 Los Ang	eles, CA 90028
HOME TELEPHONE: (323) 468-4130	WORK TELEPHONE	(323) 468-4130
MOBILE TELEPHONE: (310) 800-8008	ALTERNATE TELEPH	ONE:
OWNER(s) EMAIL: gb@augury.me	ALTERNATE EMAIL:	av@augury.me
PROPERTY INFORMATION		
Legal Description: TRACT: TR 060544-C	BLOCK: None	LOT: LT 1 ARB: None
Assessor Identification Number (AIN): 5546 -	030 - 086	COUNCIL DISTRICT NO.: 13
PROPERTY PURCHASE DATE: :5/14/2010	Most Recent Assessed Va	LUE: \$843,110.00
OWNER OCCUPIED: @ YES C NO USE: C	SINGLE-FAMILY DWELLING	MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL
Addresses for all other property owned within to separate sheet of paper, labeled "Attachment E", A		(P YES ( NA
TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LO	DS ANGELES ARE PAID TO DA	TE? FYES C NO
ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AFFROM THE LOS ANGELES DEPARTMENT OF BUILDING A ANGELES HOUSING + COMMUNITY INVESTMENT DEPA	IND SAFETY OR LOS	CYES @ No
HISTORICAL SIGNIFICANCE		
HISTORIC-CULTURAL MONUMENT (HCM)		
HCM NUMBER: HCM NAME: Bank of	Hollywood / Equitable Bu	ilding
CONTRIBUTOR TO A HISTORIC PRESERVATION OVER	RLAY ZONE (HPOZ)	
HPOZ NAME:	HISTORIC PROPERTY N	AME:
ORIGINAL CONSTRUCTION DATE: 1929	ARCHITECT(s): Aleck C	urlett
ARCHITECTURAL STYLE: Late Gothic Revival and Art De	eco	
I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPER PROPERTY CONTRACT. 429		HEREBY APPLY FOR AN HISTORICAL
OWNER SIGNATURE DATE	OWNER SIGNATURE	DATE
PRINT NAME	PRINT NAME	
Γ	EXHIBIT "A"	REVISED JANUARY 201

**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

Property Address 6251 & 6253 Hol	lywood Blvd 909		
Demer(s) of Property: Johnny Fu S	hing Chang		
Owner(s) Mailing Address 1804-12	233 West Cordova Stree	et	
iome Telephone	Work	Telephone	
Mobile Telephone	Altern	ate Telephone	
Owner(s) Email: jfschang@gmail.co	om Alterr	nate Email	
ROPERTY INFORMATION			
egal Description: Tract: TR 060544;-	C Block: No	ne Lot: LT1	ARB: None
Assessor Identification Number (AIN	): <u>5546-030-87</u>	Council D	District No.: 13
Property Purchase Date:	Most Re	ecent Assessed Value 3	94474
Numer Occupied: XYes O No	Use: Single-Family D	welling (x) Multi-family	/ Commercial / Industrial
addresses for all other property owned to			OYes XNA
eperate sheet of paper. Labeled 'Atlact	nmeni E", and submitted wi	т ты аррысатоп?	
axes on all property owned within the 0	City of Los Angeles are PAII	O to date?	ØYes ○ No
ve there any outstanding orders to com ungeles Department of Building and Sat Community Investment Department?			Ø{Yes ○ No
Historic-Cultural Monument (HCM) HCM Number: 1088 HC Contributor to a Historic PReseravi	CM Name: Bank of Hol	lywood / Equitible Buildin	g
HPOZ Name:	Historic Pri	operty Name:	
riginal Construction Date: 192	9 Architect(s): A	leck Curlett	
rchitectural Style: Late Gothic F	Revival and Art Deco		
am (We are) the present owner in historical property contract.	Ine 30/15		hereby apply for
wner Signature	• •	er Signature	Date
DOWNLY F.S. CHAM	<u> </u>		
rint Name	Prin	t Name	
	Exhibit "A"	F	Revised January 2015

MILLS ACT HISTORICAL PROPERTY CONTRACT APPLICATION

#### HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Property Address 6251 & 6253 Hollywood Blvd 1001 Owner(s) of Property: Robert S. Oberstein c/o RSO Advisors LLP Owner(s) Mailing Address 16130 Ventura Blvd #550 8183056810 Home Telephone Work Telephone Mobile Telephone Alternate Telephone Owner(s) Email: bob@rsoadvisors.com **Alternate Email** PROPERTY INFORMATION ARB: None Lot: LT1 Legal Description: Tract: TR 060544:-C Block: None 5546-030-88 Assessor Identification Number (AIN): Council District No.: 13 Property Purchase Date: 10/14/2011Most Recent Assessed Value 334431 Owner Occupied: XYes No Use: Single-Family Dwelling XMulti-family / Commercial / Industrial Addresses for all other property owned within the City ofLos Angeles are noted on a Yes NA 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? Yes () No Are there any outstanding orders to comply against the property from the Los ()Yes 😭 No Angeles Department of Building and Safety or Los Angeles Housing + Community Investment Department? HISTORCIAL SIGNIFICANCE X Historic-Cultural Monument (HCM) HCM Number: 1088 Bank of Hollywood / Equitible Building HCM Name: Contributor to a Historic PReseraviton Overlay Zone (HPOZ) HPOZ Name: Historic Property Name: Aleck Curiett **Original Construction Date:** 1929 Architect(s): 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 Owner Signature** Date Date ROBERT S. OBERSTEN, TRUSTER **Print Name Print Name** 

### HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION	
PROPERTY ADDRESS: 6253 Hollywood Boulevard, #1002, L	os Angeles, CA 90028
OWNER(S) OF PROPERTY: Gregg Simon	
OWNER(S) MAILING ADDRESS: 6253 Hollywood Boulevard,	#1002, Los Angeles, CA 90028
HOME TELEPHONE:	WORK TELEPHONE:
MOBILE TELEPHONE: (917) 549-4056	ALTERNATE TELEPHONE
Owner(s) Email: greggsimon@mac.com	ALTERNATE EMAIL:
PROPERTY INFORMATION	
Legal Description: TRACT: TR 060544-C	BLOCK: None LOT: LT 1 ARB: None
	0 - 089 COUNCIL DISTRICT NO.: 13
PROPERTY PURCHASE DATE: 11/23/2010 MOST	
	-Family Dwelling • Multi-Family/Commercial/Industrial
Addresses for all other property owned within the City separate sheet of paper, labeled "Attachment E", and su	(∵YFS ❤ NA
TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANG	
ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAI ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMEN	FETY OR LOS
HISTORICAL SIGNIFICANCE	mercenta per el compressa de la participa de la participa de la compressa de la compressa de la compressa de l
HISTORIC-CULTURAL MONUMENT (HCM)	
HCM Number: HCM Name: Bank of Hollyw	vood / Equitable Building
CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZO	NE (HPOZ)
HPOZ NAME:	IISTORIC PROPERTY NAME:
	снітест(s): _Aleck Curlett
ARCHITECTURAL STYLE: Late Gothic Revival and Art Deco	
AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESPROPERTY CONTRACT.  04/30/2015	CRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL
DWNER SIGNATURE DATE	OWNER SIGNATURE DATE
Gregg Simon	DATE DATE
PRINT NAME	PRINT NAME

EXHIBIT "A"

### HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Property Address 6251 & 6253 Hollywood Blvd 1003 Owner(s) of Property: Jeffrey Lasecki Owner(s) Mailing Address 6253 Hollywood Blvd 1003 3107213405 Work Telephone **Home Telephone** Mobile Telephone Alternate Telephone Owner(s) Email: jlas22@gmail.com Alternate Email PROPERTY INFORMATION ARB: None Lot: LT1 Legal Description: Tract: TR 060544:-C Block: None Assessor Identification Number (AIN): 5546-030-90 Council District No.: 13 10/12/2010 **Property Purchase Date:** Most Recent Assessed Value 357647 Owner Occupied: (X) Yes () No Addresses for all other property owned within the City ofLos Angeles are noted on a Oyes XNA 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 Contributor to a Historic PReseraviton Overlay Zone (HPOZ) **HPOZ Name:** Historic Property Name: Aleck Curlett Architect(s): Original Construction Date: 1929 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 EFFREY **Print Name Print Name** 

Property Address 6251 & 6253 Hollywood Blvd 1101 Owner(s) of Property: Paulo Rossi c/o BIR LLC Owner(s) Mailing Address 6253 Hollywood Blvd 1101 2133932527 **Work Telephone** Home Telephone Mobile Telephone Alternate Telephone Owner(s) Email: pkebd@aol.com enzosbelmont@aol.com Alternate Email PROPERTY INFORMATION ARB: None Lot: LT1 Legal Description: Tract: TR 060544:-C Block: None Assessor Identification Number (AIN): 5546-030-91 Council District No.: 13 **Property Purchase Date:** Most Recent Assessed Value 303078 Owner Occupied: Use: Single-Family Dwelling X Multi-family / Commercial / Industrial Addresses for all other property owned within the City ofLos Angeles are noted on a OYes (2) NA seperate sheet of paper, Labeled "Attachment E", and submitted with this application? Yes O No Taxes on all property owned within the City of Los Angeles are PAID to date? OYes & 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? HISTORCIAL SIGNIFICANCE | | Historic-Cultural Monument (HCM) **HCM Number**: Bank of Hollywood / Equitible Building **HCM Name:** 1088 Contributor to a Historic PReseraviton Overlay Zone (HPOZ) **HPOZ Name:** Historic Property Name: Architect(s): Aleck Curlett 1929 Original Construction Date: 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 PAOLO ROSSI C/O BIRILL **Print Name** 

Property Address 6251 & 6253 Hollywood Blvd 1102 Owner(s) of Property: Hassan Moinzadeh, ERI Qualified Intermediary Owner(s) Mailing Address 6253 Hollywood Blvd. #1102 Home Telephone Work Telephone 3109914422 Mobile Telephone Alternate Telephone Owner(s) Email: qalandar@sbcglobal.net Alternate Email PROPERTY INFORMATION ARB: None Legal Description: Tract: TR 060544:-C Block: None Lot: LT1 Assessor Identification Number (AIN): 5546-030-92 Council District No.: 13 Property Purchase Date: Most Recent Assessed Value 763964 Owner Occupied: X Yes No Addresses for all other property owned within the City ofLos Angeles are noted on a OYes ( NA seperate sheet of paper, Labeled "Attachment E", and submitted with this application? XYes O No Taxes on all property owned within the City of Los Angeles are PAID to date? Oyes Ø 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? HISTORCIAL SIGNIFICANCE | X | 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: Architect(s): Aleck Curlett 1929 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.

Exhibit "A"

Owner Signature

Owner Signature

Print Name (Owner 100%)

Revised January 2015

Date

Property Address 6251 & 6253 Hollywood Blvd 1103

#### HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Owner(s) of Property: Coley M. Cummiskey Owner(s) Mailing Address 6253 Hollywood Blvd. #1103 6143958011 **Work Telephone** Home Telephone Mobile Telephone Alternate Telephone Owner(s) Email: ccummiskey@gmail.com Alternate Email PROPERTY INFORMATION ARB: None Lot: LT 1 Legal Description: Tract: TR 060544:-C **Block: None** 5546-030-93 Assessor Identification Number (AIN): Council District No.: 13 **Property Purchase Date:** 11/1/13 Most Recent Assessed Value 407992 Owner Occupied: Use: ( ) Single-Family Dwelling ( x ) Multi-family / Commercial / Industrial X Yes \ No Addresses for all other property owned within the City ofLos Angeles are noted on a OYes (X) NA seperate sheet of paper, Labeled "Attachment E", and submitted with this application? (X) Yes () No 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 Yes (X) No Angeles Department of Building and Safety or Los Angeles Housing + Community Investment Department? HISTORCIAL SIGNIFICANCE | X | Historic-Cultural Monument (HCM) HCM Number: 1088 Bank of Hollywood / Equitible Building **HCM Name:** Contributor to a Historic PReseraviton Overlay Zone (HPOZ) HPOZ Name: Historic Property Name: Architect(s): Aleck Curlett Original Construction Date: 1929 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. ly M Cum 6/11/15 **Owner Signature Owner Signature Date** Date Coley M. Cummiskey **Print Name Print Name** 

### HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION	
PROPERTY ADDRESS: 6251 9 6253 Hollywood Blvd #1104	
OWNER(S) OF PROPERTY: Arya Nima and Kiancosh Tehra	ny
OWNER(S) MAILING ADDRESS: 6253 Holly wood Blvd., #1104	
HOME TELEPHONE: (3/3) 6/7-6462 WORK TELEPHONE: (3/0)6/7-6	462
MOBILE TELEPHONE: (3/0) 6/7-6467 ALTERNATE TELEPHONE: (3/0) 6/7	2-6462
OWNER(S) EMAIL: Nima Thelisting Gray, Com ALTERNATE EMAIL: 13/0) 6/4	-6467
PROPERTY INFORMATION	y kalant y ni iligara nawajigi etti tirlisiji teritoria di di etti iligarati iligarati ili di sudi sudi sudi s
Legal Description: TRACT: TR 060544-C BLOCK: WORK LOT: LTI ARE	B: NONC
Assessor Identification Number (AIN): 5546 - 330 - 94 COUNCIL DISTR	RICT NO.: 13
PROPERTY PURCHASE DATE: 12/17/15 Most Recent Assessed Value: #575,00	ن
OWNER OCCUPIED: Type Control Vise: Single-Family Dwelling Company Community	
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 CNA
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?	C YES • NO
HISTORICAL SIGNIFICANCE	Stragensky gag seden stårtette tiller i er till rettelskationer attendesse sede
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 PROPERTY CONTRACT.	I HISTORICAL
A CU. Yes Hills Augos	
OWNER SIGNATURE DATE OWNER SIGNATURE	DATE
Nima M. Tohrang Alyan, Tebrany	
PRINT NAME PRINT NAME	
List They	REVISED JANUARY 2015
Kianosh M.T. hrany 7/15/16	

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

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

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

1) 6253 Hollywood Blud, #1107, Los Angeles, CA 90028
2) 1645 N. Vine St., # 906, Los Angeles, CA 90028
3) 1645 N. Vine St., # 1006, Los Angeles, CA 90028
4) 6250 Holly wood Blud, # 4N, Los Angeles, CA 90028
5) 6250 Holly wood Blud, # 4F, Los Angeles, CA 90028
6) 2933 Lakeridge Dry Los Angeles, CA 9008
7) 2925 Lakeridge Pr, Los Angeles, CA 90068
8) 2420 Pilgrinage Trails Los Angeles, CA 90068
9) 1940 Outgost Circle, Los Angeles, CA 9008
10) 7301 Vista Pel Manta Los Angeles, CA 90089
11.) 1155 La Cienega Blud, #1107, Los Angeles, CA 90069

Property Address 6251 & 6253 Hollywood Blvd 1105

#### HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Owner(s) of Property: Raymond Araujo Owner(s) Mailing Address 6253 Hollywood Blvd 1105 Work Telephone Home Telephone Mobile Telephone Alternate Telephone Owner(s) Email: raya@radarworks.com Alternate Email PROPERTY INFORMATION ARB: None Block: None Lot: LT1 Legal Description: Tract: TR 060544:-C Assessor Identification Number (AIN): 5546-030-95 Council District No.: 13 Property Purchase Date: 6/02/2015 Most Recent Assessed Value 550438 Owner Occupied: Use: Single-Family Dwelling Multi-family / Commercial / Industrial (X) Yes ( ) No Addresses for all other property owned within the City ofLos Angeles are noted on a Yes () NA seperate sheet of paper, Labeled "Attachment E", and submitted with this application? Yes O No 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 Contributor to a Historic PReseraviton Overlay Zone (HPOZ) HPOZ Name: Historic Property Name: Architect(s): Aleck Curlett Original Construction Date: 1929 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 **Print Name** 

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

Name: RAYMON S ARAUTO Write first and last name
Address(es) of other property owned in the City of Los Angeles:
2235 Malaga Rel
Les Angeles CA 90068
<del></del>

### HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Owner(s) of Property: Carly Cl	haikin and Michael L	Chaikin			
Owner(s) Malling Address 625					
Home Telephone		Work Telephone	3103105	320	
Mobliu Telephone		Alternate Telephor	ne		
Owner(s) Email: carlyhannah@	gmail.com	Altemate Email	ccummis	key@gma	il.com
PROPERTY INFORMATION				ARB:	None
Legal Description: Tract: TR 060	544:-C B	lock: None	Lot: LT 1	ARD.	- MARO
Assessor Identification Number		5	Council Dis	strict No.:_1	3
Property Purchase Date: 5/1	12013	Most Recent Assess	ed Value 66	5994	
Owner Occupied: XYes O		_	Multi-family /	Commercial	/ Industria
Addresses for all other property ow seperate sheet of paper, Labeled "/	•	_		OYes (	<b>●</b> NA
Faxes on all property owned within	the City of Los Angeles	are PAID to date?		●Yes (	ON C
					_
Are there any outstanding orders to	comply against the pro-	perty from the Los		OYes (	No
Angeles Department of Building and	d Safety or Los Angeles			OYes (	No
	d Safety or Los Angeles		:	OYes (	No
Angeles Department of Building and Community Investment Department	d Safety or Los Angeles ??  E		ible Building	OYes (	No
Angeles Department of Building and Community Investment Department  IISTORCIAL SIGNIFICANCE    Historic-Cultural Monument (H	E ICM) HCM Name: Ban	Housing +	ible Building	O Yes	No
Ingeles Department of Building and Community Investment Department  IISTORCIAL SIGNIFICANCE    Historic-Cultural Monument (Historic-Cultural Monument (Historic Number: 1088	d Safety or Los Angeles ??  E ICM)  HCM Name: Barreraviton Overlay Zone (F	Housing +	ible Building	O Yes	No
Angeles Department of Building and Community Investment Department  HISTORCIAL SIGNIFICANCE    Historic-Cultural Monument (H   HCM Number: 1088   Contributor to a Historic PResentation of the Hook Number: HPOZ Name:	d Safety or Los Angeles ??  E ICM)  HCM Name: Barreraviton Overlay Zone (F	Housing +  ik of Hollywood / Equit  fPOZ)  toric Property Name:	ible Building	O Yes	No
Angeles Department of Building and Community Investment Department  HISTORCIAL SIGNIFICANCE  HOME HISTORCIAN AND HISTORIC PRESENTANCE  HISTORCAN AND HISTORIC PRESENTANCE  HISTORIC PRESENTANCE  HISTORCAN AND HISTORIC PRESENTANCE  HISTORIC PRESENTANCE  HISTORCAN AND HISTORIC PRESENTANCE  HISTORIC PR	d Safety or Los Angeles ??  ICM)  HCM Name: Ban eraviton Overlay Zone (F	Housing +  ik of Hollywood / Equit fPOZ)  toric Property Name:  Aleck Curlett	ible Building	O Yes	No
Angeles Department of Building and Community Investment Department  HISTORCIAL SIGNIFICANCE  HOME HISTORCIAN AND HISTORIC PRESENTANCE  HISTORCAN AND HISTORIC PRESENTANCE  HISTORIC PRESENTANCE  HISTORCAN AND HISTORIC PRESENTANCE  HISTORIC PRESENTANCE  HISTORCAN AND HISTORIC PRESENTANCE  HISTORIC PR	d Safety or Los Angeles ??  ICM)  HCM Name: Ban eraviton Overlay Zone (F  His 1929 Architect(s) hic Revival and Art Decemen(s) of the prope	Housing +  Ik of Hollywood / Equit  IPOZ)  toric Property Name:  Aleck Curlett			
Angeles Department of Building and Community Investment Department  ### Historic-Cultural Monument (H  ### HCM Number: 1088    Contributor to a Historic Press  ##################################	d Safety or Los Angeles ??  ICM)  HCM Name: Ban eraviton Overlay Zone (F  His 1929 Architect(s) hic Revival and Art Decemen(s) of the prope	Housing +  Ik of Hollywood / Equit  IPOZ)  toric Property Name:  Aleck Curlett			
Angeles Department of Building and Community Investment Department  ### Historic-Cultural Monument (H  ### HCM Number: 1088    Contributor to a Historic Press  ##################################	d Safety or Los Angeles ??  E ICM)  HCM Name: Ban eraviton Overlay Zone (F His 1929 Architect(s) hic Revival and Art Decemen(s) of the propert.	Housing +  Ik of Hollywood / Equit  IPOZ)  toric Property Name:  Aleck Curlett	ove and he	reby appl	
Angeles Department of Building and Community Investment Department  #ISTORCIAL SIGNIFICANCE  #IS	C Safety or Los Angeles  CM)  HCM Name: Ban  Praviton Overlay Zone (F  His  1929 Architect(s)  hic Revival and Art Decemen(s) of the propert.  7/6/15	Housing +  Ik of Hollywood / Equit (POZ)  toric Property Name:  Aleck Curlett  o  erty described labor	ove and he	reby appl	y for

EXMBIT A

# HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION
PROPERTY ADDRESS: 6251 & 6253 Holly wood Blue # 1107
OWNER(S) OF PROPERTY: Arya Vina and Kinnoogh Tehrany
OWNER(S) MAILING ADDRESS: 6253 Haffyward Blud, #1154
HOME TELEPHONE: (3/3) 6/7-6462 WORK TELEPHONE: (3/3) 6/7-6462
MOBILE TELEPHONE: (3/2) 47-6462 ALTERNATE TELEPHONE: (3/2) 47-6462
OWNER(S) EMAIL: (3/2) 6/7-6462 ALTERNATE EMAIL: (3/0) 6/7-6462
PROPERTY INFORMATION
Legal Description: TRACT: TROGOS44-C BLOCK: NO NC LOT: LT ARB: NONC
Assessor Identification Number (AIN): 5541 - 030 - 17 COUNCIL DISTRICT NO.: 13
PROPERTY PURCHASE DATE: 12/17/15 MOST RECENT ASSESSED VALUE: #575,000
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?  YES ONA
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?
HISTORICAL SIGNIFICANCE
STORIC-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 Gothic Revival and Art Deco
1 (14/2)
I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.
A a la get History 18 to Toh 7/15/18
OWNER SIGNATURE DATE DATE
Nima M. Teliany Arya M. To hraby
PRINT NAME / PRINT NAME
for TS 7/15/16 EXHIBIT "A" REVISED JANUARY 2015
Kinnowsh M. To hvany

# MILLS ACT HISTORICAL PROPERTY CONTRACT APPLICATION "ATTACHMENT E"

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

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

1) 6253 Hollywood Blud, #1304, Los Angeles, CA 90028
2) 1645 N. Vine St., # 906, Los Angeles, CA 90028
3) 1645 N. Vine St., # 1006, Los Angeles, CA 90028
4) 6250 Holly wood Blud, # 4N, Los Angeles, CA 90028
5) 6250 Holly wood Blud, # 4F, Los Angeles, CA 90028
6) 2933 Lakeridge Dry Los Angeles, CA 9008
7) 2975 Lakeridge Dry Los Angeles, CA 90068
8) 2420 Pilgrinage Trail, Los Angeles, CA 90068
9) 1940 Outgost circle, los Angeles, CA 90088
10) 7301 Vista Pel Manta Los Angeles, CA 90089
11.) 1155 La Cienega Blud, #1207, Los Angeles, CA 90069

## HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION	
PROPERTY ADDRESS: 6253 Hollywood Blvd, Suite 1108, Lo	s Angeles CA 90028
OWNER(S) OF PROPERTY: California Heart and Lung/Alexa	nder Marmureanu
OWNER(S) MAILING ADDRESS: 6253 Hollywood Blvd, Suite	1108, Los Angeles, CA 90028
HOME TELEPHONE: (310) 856-9011	WORK TELEPHONE: (310) 208-4400
MOBILE TELEPHONE: (310) 729-6854	ALTERNATE TELEPHONE:
OWNER(S) EMAIL: alexpro10@mac.com	ALTERNATE EMAIL: alexmhollywood@gmail.com
PROPERTY INFORMATION	
Legal Description: TRACT: TR 060544-C	BLOCK: None LOT: LT 1 ARB: None
Assessor Identification Number (AIN): 5546 - 030	- 098 COUNCIL DISTRICT NO.: 13
PROPERTY PURCHASE DATE: 11/30/2009 MOST	RECENT ASSESSED VALUE: \$848,480.00
OWNER OCCUPIED: F YES F NO USE: C SINGL	E-FAMILY DWELLING 6 MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL
ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CIT SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND S	( 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 AGAINS FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SA ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTME	AFETY OR LOS
HISTORICAL SIGNIFICANCE	
HISTORIC-CULTURAL MONUMENT (HCM)	
HCM Number: HCM Name: Bank of Holly	wood / Equitable Building
CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY Z	ONE (HPOZ)
HPOZ NAME:	HISTORIC PROPERTY NAME:
ORIGINAL CONSTRUCTION DATE: 1929 AF	RCHITECT(S): Aleck Curlett
ARCHITECTURAL STYLE: Late Gothic Revival and Art Deco	
AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DE	SCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL
Ha Marme 4/29/15	Aux Molmmen 7/15/16
DWNER SIGNATURE DATE	OWNER SIGNATURE DATE
Alexander Marmureanu MD	ACEX MARIAUREANY
PRINT NAME	PRINT NAME

EXHIBIT "A"

REVISED JANUARY 2015

# HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION	- > 1	
PROPERTY ADDRESS: 6251 26253 Nolly wood	Blud #1109	
OWNER(S) OF PROPERTY: (alifornia Heart and Luy		
OWNER(S) MAILING ADDRESS: 6253 Holywood BW	. Since 1109 los Ayers, CA Fool?	
HOME TELEPHONE: 310 - 856 - 9011	WORK TELEPHONE: 310 - 208 - 4400	
MOBILE TELEPHONE: 310 - 729 - 6854	ALTERNATE TELEPHONE:	
OWNER(S) EMAIL: alexprolo6 mac.com	ALTERNATE EMAIL: <u>alexmhollywood 6 g</u>	mail. con.
PROPERTY INFORMATION	under general de dem de de general de la prime general de la prime de grade de de man de décide de la collègea	ik olim mengalah dan perjada Sarah Sarah dan dan Sarah dan perjada Perjada dan perjada Perjada dan perjada dan
Legal Description: TRACT: TK 060	BLOCK: WORK LOT: LTI ARB: No	ONS
Assessor Identification Number (AIN): 5546 - 0	30 - 099 COUNCIL DISTRICT NO.:	13
PROPERTY PURCHASE DATE: 12/14/15 MOST	RECENT ASSESSED VALUE: \$ 560,000	
	E-FAMILY DWELLING OMULTI-FAMILY/ COMMERCIAL/	INDUSTRIAL
ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SU	<b>***</b> *********************************	YES ONA
Taxes on all property owned within the City of Los Ang	ELES ARE PAID TO DATE?	res C 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?		
HISTORICAL SIGNIFICANCE	aparakan gara ngangang ku paham, naggan ku gighan punipam kina pamahanin madhan undah mumahan madhan ku distribu na han ni habban na handa in di-	entre, , , , , , , , , , , , , , , , , , ,
HISTORIC-CULTURAL MONUMENT (HCM)	/ - 11/1	10
HCM NUMBER: 1088 HCM NAME: BANK A	of Horywood/Equitable 1	<u>Brulden</u>
Contributor to a Historic Preservation Overlay Zo	DNE (HPOZ)	
HPOZ NAME: F	HISTORIC PROPERTY NAME:	
ORIGINAL CONSTRUCTION DATE: 1929 ARCHITECT(S): Aleck Curlett		
ARCHITECTURAL STYLE: LAK Gothic Ru	ival and ART Deco	
I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DE PROPERTY CONTRACT.	SCRIBED ABOVE AND HEREBY APPLY FOR AN HISTOR	ICAL
OWNER SIGNATURE ALEX. MARMURE AVI	Owner Signature	DATE
PRINT NAME	PRINT NAME	

EXHIBIT "A"

# HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Property Address 6251 & 6253 Hollywood Blvd 1201		
Owner(s) of Property: Rodrique Benson		
Owner(s) Mailing Address 1229 Rube	enstein Avenue	
Home Telephone 7(213)364-	-3953 Work Telephone 213	33643953
Mobile Telephone 🏌	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):	5546-030- 100 Cou	ncil District No.: 13
Property Purchase Date:	Most Recent Assessed Va	alue 550000
9 9 11	_	family / Commercial / Industrial
Addresses for all other property owned with seperate sheet of paper, Labeled "Attachme		○Yes <b>②</b> NA
Taxes on all property owned within the City	of Los Angeles are PAID to date?	<b>⊗</b> Yes ○ No
Are there any outstanding orders to comply Angeles Department of Building and Safety Community Investment Department?	· · · ·	OYes ⊗ No
HISTORCIAL SIGNIFICANCE		
X Historic-Cultural Monument (HCM)		
HCM Number: 1088 HCM	Name: Bank of Hollywood / Equitible B	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		
am (We are) the present owner(s) of the property described above and hereby apply for an historical property contract.		
Rodrigu Benson	9-8-15	
Rodrique Benson  Rodrique Benson	Date Owner Signature	Date
Rodrique Benson	4	<del>\</del>
Print Name Č	7 Print Name	J

#### HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Properly Address 6251 & 625	<del>-</del>			
Owner(s) of Property: asianH				
Owner(s) Mailing Address 62	153 Hollywood B	llvd. #1202		
dome Telephone		Work Tele	phone	
Mobile Telephone		Alternate	Telephone	
Owner(s) Email: jimmyhsu3@	gmail.com	Alternate	Email	
PROPERTY INFORMATIO	N			
egal Description: Tract: TR 06	60544;-C	Block: None	Lot: <u>LT1</u>	ARB: None
Assessor Identification Number	Br (AIN):5546-0	30- 101	Council D	istrict No.: 13
Property Purchase Date: 9	110/2009	Most Recen	t Assessed Value 5	26000
wner Occupied: XYes O	· <u>L</u>	Single-Family Dwellin	ng Multi-family	/ Commercial / Industr
ddresses for all other property of eperate sheet of paper, Labeled		•		Oyes ⊗ NA
axes on all property owned with	in the City of Los Ar	ngeles are PAID to d	late?	Yes O No
re there any outstanding orders ingeles Department of Building a community Investment Departme	and Safety or Los A		e Los	OYes ⊗ No
ISTORCIAL SIGNIFICANO  x Historic-Cultural Monument	_		:	
HCM Number: 1088	HCM Name:	Bank of Hollywoo	od / Equitible Building	
Contributor to a Historic PRe	 eseraviton Overlay i	Zone (HPOZ)		
HPOZ Name:		Historic Property	y Name:	
riginal Construction Date:	1929 Arch	itect(s): Aleck C	Curlett	
rchitectural Style: Late G	iothic Revival and A	vt Deco	*	
am (We are) the present on historical property cont	owner(s) of the		 bed above and h	ereby apply for
wner Signature	Date	Owner Si	ignature	Date
Jimmy HSIA M	I and a soll	) rul - p V		
-int Nama	VIN TOCOJET /V	Print Nor	me	

# HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Property Address 6251 & 6253 Hollywood Blvd 1203 Owner(s) of Property: William Holloway Owner(s) Mailing Address 6253 Hollywood Blvd 1203 Home Telephone Work Telephone 4152609229 **Mobile Telephone** Alternate Telephone Owner(s) Email: Alternate Email PROPERTY INFORMATION Legal Description: Tract: TR 060544:-C Block: None Lot: LT 1 ARB: None Assessor Identification Number (AIN): 5546-030-102 Council District No.: 13 **Property Purchase Date:** Most Recent Assessed Value 344317 Owner Occupied: Use: ( ) 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? Yes ONA Yes O No Taxes on all property owned within the City of Los Angeles are PAID to date? OYes 🔊 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? HISTORCIAL SIGNIFICANCE x Historic-Cultural Monument (HCM) HCM Number: Bank of Hollywood / Equitible Building HCM Name: 1088 Contributor to a Historic PReservation Overlay Zone (HPOZ) Historic Property Name: **HPOZ Name:** Aleck Curlett Architect(s): 1929 **Original Construction Date:** 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 **Print Name** 

# MILLS ACT HISTORICAL PROPERTY CONTRACT APPLICATION "ATTACHMENT E"

Name: WILLIAM RICHARD HOLLOUPY
Write first and last name
Address(es) of other property owned in the City of Los Angeles:
8769 Hollywood Blod, 90069
·

# MILLS ACT HISTORICAL PROPERTY CONTRACT APPLICATION "ATTACHMENT E"

•
me: WRH Ventures
Write first and last name
dress(es) of other property owned in the City of Los Angeles:
6250 Hollywood Blood #84. 90028.
•

#### REHABILITATION/RESTORATION/MAINTENANCE PLAN

# PROPERTY ADDRESS: 6251-6253 Hollywood Boulevard, Los Angeles, CA 90028

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

#### REHABILITATION/RESTORATION/MAINTENANCE PLAN

## PROPERTY ADDRESS: 6251-6253 Hollywood Boulevard, Los Angeles, CA 90028

☐ Maintenance ☐ Rehabilitation/Restoration	■ Completed □ Proposed
Building Feature: Main entrance vestibule	
Cost \$5,000 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2014
Description of work: Repaint exterior surfaces, add n	ew landscape, and install compatible, Art Deco
style light fixture.	
, -	
■ Maintenance □ Rehabilitation/Restoration	■ Completed □ Proposed
Building Feature: Plumbing system	
Cost \$25,000 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2014
Description of work: Repair plumbing system.	
☐ Maintenance ☐ Rehabilitation/Restoration	■ Completed □ Proposed
Building Feature: Main lobby	
Cost \$25,000 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2014
Description of work: Repair marble at floor.	
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed ☐ Proposed
Building Feature: Main lobby	
Cost \$10,000 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2014
Description of work: Expand HVAC system to serve r	main lobby: install compatible arilles and
Description of Work. Expand 11970 393tcm to 3517C 1	
registers.	mant robby, install compatible grilles and

#### REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 6251-6253 Hollywood Boulevard, Los Angeles, CA 90028

■ Maintenance □ Rehabilitation/Restoration	■ Completed □ Proposed	
Building Feature: Parking lot gate	- AMERICAN A	
Cost \$15,000 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2014	
Description of work: Repair automobile and pedestria	ırı gates.	
☐ Maintenance ☐ Rehabilitation/Restoration	■ Completed □ Proposed	
Building Feature: Security system		
Cost \$45,000 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2014	
Description of work: Upgrade existing system and ins	tall new cameras.	
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed ■ Proposed	
Building Feature: South retail unit kitchen		
Cost \$ \$25,000 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2015	
Description of work: Address sources of water intrusion		
clean spalled basement concrete using gentlest possible means.		
■ Maintenance □ Rehabilitation/Restoration	☐ Completed ■ Proposed	
Building Feature: Penthouse exterior		
Cost \$15,000 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2015	
Description of work: Monitor joint where 1929 and 1931 phases meet to determine whether there is		
active leaking. Address sources	of leaks and clean stains using gentlest means.	

#### REHABILITATION/RESTORATION/MAINTENANCE PLAN

## PROPERTY ADDRESS: 6251-6253 Hollywood Boulevard, Los Angeles, CA 90028

☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed ☐ Proposed	
Building Feature: Penthouse exterior		
Cost \$15.000 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2015	
Description of work: Seal all unsealed penetrations in	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	
Building Feature: Rooftop sign structure		
Cost \$100,000 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2015	
Description of work: Prime and paint. Replace rusted	penetrations and mounting plates with	
stainless steel fasteners; clean rust stains using gentlest possible means.		
stainless steel fasteners; clean r	ust stains using gentlest possible means.	
stainless steel fasteners; clean r  Maintenance	ust stains using gentlest possible means.    Completed Proposed	
· · · · · · · · · · · · · · · · · · ·	☐ Completed ■ Proposed	
■ Maintenance □ Rehabilitation/Restoration	☐ Completed ■ Proposed	
■ Maintenance □ Rehabilitation/Restoration  Building Feature: Rooftop decks (above second and	Completed Proposed  twelfth floors)  Contract Year of Proposed Work Completion: 2015	

#### REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 6251-6253 Hollywood Boulevard, Los Angeles, CA 90028

■ 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 an	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 ar	nd copper elements
Cost \$30,000 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2016
Description of work: Clean wrought iron and copper	elements using gentlest possible means and
address sources of rust. Apply	clear finish coat to prevent rust-related staining.
☐ Maintenance	☐ Completed ■ Proposed
Building Feature: Parapet	
Cost \$30,000 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2016
Description of work: Patch and repair spalls and crac	cks 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

☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed ■ Proposed
Building Feature: Interior common area carpet	No. of the second secon
Cost \$23,000 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2016
Description of work: Replace carpet.	
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed 🖼 Proposed
Building Feature: Light well roof (above second and	third floors)
Cost \$50,000 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2017
Description of work: See next page.	
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed ■ Proposed
Building Feature: Upper roof (above twelfth floor)	
Cost \$ 15,000 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2017
Description of work: Add appropriate coating at locat	ions where there is evidence of standing water
to extend life of roof membrane.	
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed 📓 Proposed
Building Feature: Interior common area walls, ceiling	s, and unit doors
Cost \$37,000 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2017
Description of work: Maintain and repaint plaster and	drywall finishes.

# 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

■ Maintenance □ Rehabilitation/Restoration	☐ Completed
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 penet	rations and replace deteriorated sealant, as
necessary.	
☐ Maintenance ■ Rehabilitation/Restoration	☐ Completed <b>■</b> Proposed
Building Feature: Steel-sash windows	
Cost \$150,000 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2018
Description of work: Survey conditions. Ensure hing	e pins are in correct position and that limiter
arms, glass, glazing putty, frame	es, and paint are in good condition.
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed <b>☐</b> Proposed
Building Feature: Salvaged historic fabric (early door	s and marble partitions)
Cost \$ 10,000 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2019
Description of work: Protect and store salvaged histo	oric material in good condition on palettes.
Evaluate feasibility for reuse of l	historic fabric in compatible new locations.
■ Maintenance	☐ Completed
Building Feature: Storefront windows	
Daniel B. Catalol Old Old Williams	
Cost \$25,000 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2022

#### REHABILITATION/RESTORATION/MAINTENANCE PLAN

## PROPERTY ADDRESS: 6251-6253 Hollywood Boulevard, Los Angeles, CA 90028

☐ Maintenance ☐ Rehabilitation/Restoration	☐ Complete	d 🗏 Proposed
Building Feature: Upper roof (above twelfth floor)	Albana and an analysis and an an analysis and	
Cost \$63,900 (round to nearest dollar)	Contract Year of Proposed Work Completio	n: <u>2022</u>
Description of work: Replace roof.		
■ Maintenance □ Rehabilitation/Restoration	☐ Complete	d 🗏 Proposed
Building Feature: Plumbing system		
Cost \$18,300 (round to nearest dollar)	Contract Year of Proposed Work Completion	n: <u>2022</u>
Description of work: Anticipated repairs, including wa	ater heater replacement.	
■ Maintenance □ Rehabilitation/Restoration	☐ Completed	Proposed
Building Feature: Electrical system		
Cost \$15,000 (round to nearest dollar)	Contract Year of Proposed Work Completion	n: <u>2022</u>
Description of work: Anticipated repairs.		
■ Maintenance □ Rehabilitation/Restoration	☐ Completed	I ■ Proposed
Building Feature: HVAC		
Cost \$32,000 (round to nearest dollar)	Contract Year of Proposed Work Completion	n: <u>2022</u>
Description of work: Maintain HVAC system. Replac	e boilers and pumps.	

#### REHABILITATION/RESTORATION/MAINTENANCE PLAN

# PROPERTY ADDRESS: 6251-6253 Hollywood Boulevard, Los Angeles, CA 90028

☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed	■ Proposed
Building Feature: Light well roof (above second and t	hird floors)	
Cost \$7,875 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2024
Description of work: Replace light well roof.		
■ Maintenance □ Rehabilitation/Restoration	☐ Completed	■ Proposed
Building Feature: Second floor common restrooms		
Cost \$7,500 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2024
Description of work: Maintain and retain early marble feasible. Replace deteriorated n		test extent
■ Maintenance □ Rehabilitation/Restoration	☐ Completed	■ Proposed
Building Feature: Main lobby		
Cost \$5,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2024
Description of work: Maintain bronze and marble finis	hes.	
☐ 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

	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 A	GREEMENT is made and entered into this day of 2016, by and
	GREEMENT is made and entered into this day of 2016, by and
	on the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and
Esnagni	nan 2012 Family Trust (hereinafter referred to as the "Owner").
(PRINI	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 <b>Exhibit "A"</b> , and is incorporated herein by this
	reference.

(iii)	On		: (a	a) the	City	Council	of the	e City of	Los Ar	igeles
	declared the Property Historic-Cultu	ral Mo	onumer	nt No.		purs	uant t	o Section 2	22.171	.10 of
	the Los Angeles Administrative Co	de (0	Council	File !	۷o	NOTATE ALL ALL ALL ALL ALL ALL ALL ALL ALL AL		);	or, (b	) The
	Property was determined	to	be	а	Cor	ntributing	St	ructure	to	the
	Whitley Heights	Hist	oric Pr	eserva	ation	Overlay	Zone	pursuant	to Se	ction
	12.20.3 of the Los Angeles Municipa	l Code	<u>.</u>							

(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: Same 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 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 Deputy City Attorney, Office of the City Attorney Date

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

# California All-Purpose Certificate of Acknowledgment 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 Angles On June 1 2016 before me, Garj Ebruhimi, Notary Public, Name of Signar (1) 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(jes), 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. GORJ EBRAHIMI WITNESS my hand and official seal. Commission No. 2021029 NOTARY PUBLIC-CALIFORNIA LOS ANGELES COUNTY G. Ebrahimi My Comm. Expires APRIL 20, 2017 OPTIONAL INFORMATION -Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the atlached document. Description of Attached Document Les as Additional Informations The preceding Certificate of Acknowledgment is attached to a Method of Signer Identification Proved to me on the basis of satisfactory evidence: property Contract containing 6 pages, and dated 6/1/2016 form(s) of identification credible witness(es) Notarial event is detailed in notary journal on: Page # \_\_\_\_ Entry # \_\_\_\_ The signer(s) capacity or authority is/are as: ☐ Individual(s) Notary contact: Attorney-in-fact ☐ Corporate Officer(s) Additional Signer Signer(s) Thumbprints(s) ☐ Guardian/Conservator Partner - Limited/General ☐ Trustee(s) Member

representing: Eshaghian 2012 Famil

Other:

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\* Sabrina Eshaghian **Print Name** By: Owner Signature\* Print Name Date By: Owner Signature\* **Print Name** Date APPROVED AS TO FORM MICHAEL N. FEUER, City Attorney

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

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, before me,, a Notary Public, personally appeared
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.

# HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION	,	
Property Address: 6820 Iris Circl		
Owner (s) of Property: ESHAGHIAN 2012	FAMILY TRUST (contact SABRINA	GABRIEL ESHAGHIA
Owner (s) Mailing Address: 7128 woo	drow wilson drive Los Angeles	CA 90068
Home Tel ephone: 323-874-0500	Work Telephone:323-933-9	400
Mobil e Tel ephone: 917-749-6890		
Owner(s) Email: gabyjon@msn.com		
PROPERTY INFORMATION	SARSE MARIO SI PERSONANA NEW MARIONANA PENDAMBERANG ALIERE NEW MERINDER DE PERSONANANAN DE PERSONANAN DE PERSONAN	egis visti. 19. il 19. il 19. Million - Million III. vienen un monutora aven em sica centrale.
LETTE TR 4565	27	ADD:
ADDITION (AIN): 5576	002 024 Council Di	strict no : 4
Property Purchase Date: 7/2014		
Owner Occupied: Yes ONo Use:		
		offilmed class findustrial
Addresses for all other property owned within separate sheet of paper, labeled "Attachment E"	<u> </u>	C Yes ONA
Taxes on all property owned within the City of	•	er o No
ADE DHEDE AND ODIODDANDING ODDEDD DO COMILLO R	DOM DHE LODIANGELED DEDADDMEND OF	
BOILDING AND DAFFEED OO DHE LOOJANGELED HOODING		CYes C∕No
HISTOPICAL SIGNIFICANCE	e do standour sente i navegado no essar do no no do dopo i no se daper que se para procesa en secreta properaba e so	. Tanaharahara di are di erge alampar mpembagaa ee ee ee ee e
Historic-Cultural Monument (HCM)		
HOM Number: HOM Name:		· · · · · · · · · · · · · · · · · · ·
Contributor to a Historic Preservation Ov		
HPUZ Name: 1027/1024	Historic Property Name:	L
Original Construction Date: 1923/1924		II.
rchitectural Style: Spanish Revival		
am (We are) the present owner (s) of the prop	erty described above and hereby apply for	an Historical
roperty Contract	/	
1/2	5/16	
wner Signature Dat		Date
Sabrina Eshaghian 2/25/1 Trustee, Eshaghian 2012 Family	.6	
Trustee, Eshaghian 2012 Family rint Name	Trust Print Name	
	EXHIBIT"A"	R00000N0000000000
	I PARIENT V	الكناكا المتطلبا المتعدد ا

#### 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, 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.

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Complete	d 🛘 Proposed
Building Feature: Restore Kitchen and Bathrooms to period style	
Cost \$ 100,000 (round to nearest dollar) Contract Year of Proposed Work Completic	on: 2015-16
Description of work: Restore Kitchen and 3.5 bathrooms to reflect historical accuracy po	
☐ Maintenance ☐ Rehabilitation/Restoration ☐ Complete	
Building Feature: Restore all doors and windows, restore original	looring
Cost \$ 75,000 (round to nearest dollar) Contract Year of Proposed Work Completic	
Description of work: Replace and restore all doors and windows and restore original floors historically accurate period style as per HPOZ approval	oring to reflect
☐ Maintenance ☐ Rehabilitation/Restoration ☐ Complete	d 🛚 Proposed
■ Maintenance ■ Rehabilitation/Restoration ■ Complete  Building Feature: Repair existing stucco work and interior details	d 🖸 Proposed
·	2016
Building Feature: Repair existing stucco work and interior details	n: 2016
Building Feature: Repair existing stucco work and interior details  Cost \$25,000 (round to nearest dollar) Contract Year of Proposed Work Completic  Description of work: Repair existing exterior stucco work and all period interior details in plaster, light fixtures, tile and decorative fixtures  Maintenance Rehabilitation/Restoration Contract Year of Proposed Work Complete	n: 2016  cluding
Building Feature: Repair existing stucco work and interior details  Cost \$25,000 (round to nearest dollar) Contract Year of Proposed Work Completic  Description of work: Repair existing exterior stucco work and all period interior details in plaster, light fixtures, tile and decorative fixtures	n: 2016  cluding
Building Feature: Repair existing stucco work and interior details  Cost \$25,000 (round to nearest dollar) Contract Year of Proposed Work Completic  Description of work: Repair existing exterior stucco work and all period interior details in plaster, light fixtures, tile and decorative fixtures  Maintenance Rehabilitation/Restoration Contract Year of Proposed Work Complete	2016 cluding d

HISTORICAL PROPERTY CONTRACT APPLICATION REVISED MARCH 2016

Ехнівіт "А"



#### REHABILITATION/RESTORATION/MAINTENANCE PLAN

# PROPERTY ADDRESS: 6820 Iris Circle, Los Angeles CA 90068 (page 2)

☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed ■ Proposed
Building Feature: Replace Roof and Roof	Tiles
EO 000	Contract Year of Proposed Work Completion: 2017-2018
Description of work: Replace leaking roof and replace	e roof tiles to match original detail
☐ Maintenance ☐ Rehabilitation/Restoration	■ Completed ■ Proposed
Building Feature: Repair (or replace) garage	ge retaining walls as needed
Cost \$50,000 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2017-2018
Description of work: Replace or repair garage retaining	ng walls as necessary
■ Maintenance ■ Rehabilitation/Restoration	☐ Completed ■ Proposed
Building Feature: Plumbing, electrical and	HVAC
Cost \$ 25,000 (round to nearest dollar)	Contract Year of Proposed Work Completion: ongoing
Description of work: Ongoing rapair and maintanana	
besometion of work. Origining repair and maintenance	of plumbing, electrical and HVAC systems
Company to work. Ongoing repair and maintenance	of plumbing, electrical and HVAC systems
☐ Maintenance ☐ Rehabilitation/Restoration	of plumbing, electrical and HVAC systems  Grapheted Proposed
☐ Maintenance ☐ Rehabilitation/Restoration	
☐ Maintenance ☐ Rehabilitation/Restoration  Building Feature: Seismic retrofit	Contract Year of Proposed Work Completion: 2019
☐ Maintenance ☐ Rehabilitation/Restoration  Building Feature: Seismic retrofit  Cost \$30,000 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2019

#### 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

	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)	<b>-</b> ′
	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.)	<b>-</b> '
THIS AG	GREEMENT is made and entered into this day of	2016, by and
betwee 800 South	n the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to handle of each owner as listed on title)	to as the "City") and
<b>(</b>	WITNESSETH:	
(i)	California Government Code Sections 50280, et seg. authorize cities to ente	er into contracts with
(-7	the owners of qualified historical properties to provide for the use, mainter of such historical properties so as to retain their characteristics as prosignificance.	nance and restoration
(ii)	Owner possesses fee title in and to that certain real property, together with	and located
	(hereinafter such property shall be referred to as the "Property"). A leg Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter refe for the Property is attached hereto, marked as <b>Exhibit "A"</b> , and is incorporeference.	al description of the rred to as the "Plan")

- (iii) On May 30, 2012 : (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 ); or, (b) The **Property** was determined to be a Contributing Structure to the Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.
- (iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

#### 1. Effective Date and Term of Agreement.

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

#### 2. Renewal.

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

#### 3. Standards for Historical Property.

During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:

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

- regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.
- c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

### 4. Provision of Information of Compliance.

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

### 5. Cancellation.

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

# 6. Enforcement of Agreement.

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

are available to the City to pursue in the event that there is a breach of this Agreement. No waiver of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

## 7. Binding Effect of Agreement.

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

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

### 8. Notice.

Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto.

To City:

Los Angeles Department of City Planning

200 North Spring Street, Room 559 Los Angeles, California 90012

Attn: Historical Property Contracts Manager

La Brea Fairfax, LLC

To Owner: Name

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:

B <b>y:</b> Deputy		Date
Deputy		Dute
Ву:		
VINCENT P. BERTONI, AICP, Dire	ctor of Plann	ing Date
	Ву:	
	,	Owner Signature*
		Print Name / Date
		Strill Commence
	Ву:	Owner Signature La Brea Fairfax, LLC
		Steve Angum J. Sl. 16 Print Name Date
	Ву:	1 ( lanager)
		Owner Signature* 800 South La Brea Alence
		Brod Corray 5/31/16
		Print Name / /Date
APPROVED AS TO FORM		
MICHAEL N. FEUER, City Attorney		
By:		

the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

	icate verifies only the identity of the individual who signed the the truthfulness, accuracy, or validity of that document.
State of California	)
County of Los Angeles	)
on May 31, 2016, before me, Vive	K Sureshchandra Lapsiwala, Notary Public Here Insert Name and Title of the Officer
personally appeared Ogoo South La Bra	ea Avenue LLC, Brad Convoy (Man. Name(s) of Signer(s)
2 La Brea Fairfax LLC, Ste	ve Anavim (Manager)
subscribed to the within instrument and acknow	
$y_{ab} dender dender dender den dender den dender den den dender den den den den den den den den den den$	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
VIVEK SURESHCHANDRA LAPSIWALA COMM. # 2019689 NOTARY PUBLIC - CALIFORNIA LOS ANGELES COUNTY	WITNESS my hand and official seal.
MY COMM. EXP. APR. 13, 2017	Signature Vivek Sureshchandra Lapsicola
Section and resident in the section of the section	Signature of Nietary Public
Place Notary Seal Above	
	a butamention can deter alteration of the document or the focument or the security an enintended document.
ricument Dete:	Number of Pages:
igner(s) Other Than Named Above:	
apacity(ies) Claimed by Signer(s)	Signer's Name:
gner's Name:	500 American and the AMERICAN AND 1997 Att. (4-1).
gner's Name:  Corporate Officer — Title(s):	
Corporate Officer — Title(s):	☐ Partner ☐ Limited ☐ General
igner's Name: Corporate Officer — Title(s): Partner — □ Limited □ General Individual □ Attorney in Fact	☐ Partner ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact
Corporate Officer — Title(s):  Partner — ☐ Limited ☐ General Individual ☐ Attorney in Fact  Trustee ☐ Guardian or Conservator	☐ Partner ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator
Corporate Officer — Title(s):  Partner — ☐ Limited ☐ General Individual ☐ Attorney in Fact	☐ Partner ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator ☐ Other:

# HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION				
PROPERTY ADDRESS: 800 S. La Brea, Los Angeles, CA 90036	5	<u>, , , , , , , , , , , , , , , , , , , </u>		
OWNER(S) OF PROPERTY: $800$ South La Brea Avenue, LLC &	La Brea Fairfax, LLC			
OWNER(S) MAILING ADDRESS: 5877 W. 3rd Street, Los Ange	eles, CA 90036			Market of the Parket
Номе Теlephone: <u>(310)</u> 275-3233	WORK TELEPHONE:			
Mobile Telephone: <u>(</u> 310) 738-1547	ALTERNATE TELEPHO	ne: <u>(310)</u> 738-11	177	-
Owner(s) Email: Steveanavim@gmail.com	ALTERNATE EMAIL:	Brad.conroy@co	nroycommercial	.com
PROPERTY INFORMATION				e and entered to
Legal Description: TRACT: TR 4642	Вьоск: <u>NA</u> ь	от: 263/117	ARB: <u>NA</u>	general programme and states
Assessor Identification Number (AIN): 5084 - 003	- 001	Council Di	istrict no.: 4	·
PROPERTY PURCHASE DATE: 12/8/2015 MOST	RECENT ASSESSED VALU	JE: \$2,990,029.00	0	··········
OWNER OCCUPIED: CRYSES ON USE: CSINGLE	e-Family Dwelling	Multi-Family/C	OMMERCIAL/ INDU	STRIAL
Addresses for all other property owned within the Cit separate sheet of paper, labeled "Attachment E", and so		-	( YES	<b>⊙</b> NA
TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS AND	geles are PAID to dati	€?	( YES	○ No
ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM TH BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPAR		MENT OF	<b>€</b> YES	⊖ No
HISTORICAL SIGNIFICANCE	gy yang yang pengaman makamang yang mengala sebagai kang ang ang ang ang ang ang ang ang ang	nga sagara kannana ni sa saka saka ga kakanak	signa secon i in incomprende com com	eministration and the second
■ HISTORIC-CULTURAL MONUMENT (HCM)				
HCM Number: 1020 HCM Name: Firestone Bu	ilding			<u>_</u>
Contributor to a Historic Preservation Overlay Z	ONE (HPOZ)			
HPOZ NAME:	HISTORIC PROPERTY NA	ме: <u>Firestone Bu</u>	iilding	·
ORIGINAL CONSTRUCTION DATE: 1937 A	RCHITECT(S): R.E. War	d	<del></del>	· .
Architectural Style: Streamline Moderne				
I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DI PROPERTY CONTRACT	ESCRIBED ABOVE AND H	IEREBY APPLY FOR	AN HISTORICAL 1	
The fram 2/10/16	,	)	7	34/1K
OWNER SIGNATURE DATE	OWNER SIGNATURE	^	DAT	E )
Steven Anavim		il Cora	<del></del>	
PRINT NAME	PRINT NAME		)	

EXHIBIT "A"

Revised November 2015

# PROPERTY ADDRESS: 800 S. La Brea Avenue Los Angeles, CA 90036

·	Completed		Proposed
Building Feature: Original exterior porcelain enamel panels			
Cost \$ 61,885 (round to nearest dollar) Contract Year of Proposed Work	Completion: _	201	7-19
Description of work: Remove non-historic paint coatings from panels, re-caulk e abatement of any ACM as required.			
☐ Maintenance	Completed		Proposed
Building Feature: Curved cantilevered exterior canopy			
Cost \$\frac{20,000}{20,000}\$ (round to nearest dollar) Contract Year of Proposed Work	Completion: _	201	8
Description of work: Repair and repaint damage from leaks.			
	Completed	<b>■</b> F	roposed
Building Feature: Curved cantilevered exterior canopy- lighting			
Cost \$ 21,875 (round to nearest dollar) Contract Year of Proposed Work	Completion: _	201	9
Description of work: Remove existing non original fluorescent lighting system an appropriate neon tube lighting system.	d replace v	vith p	period
☐ Maintenance ☐ Rehabilitation/Restoration ☐	Completed	<b>■</b> F	roposed
Building Feature: Original letters on roof edge/papaet			
Cost \$8,500 (round to nearest dollar) Contract Year of Proposed Work	Completion: _	202	20
Description of work: Repair and repaint letters as required.			

# PROPERTY ADDRESS: 800 S. La Brea Avenue Los Angeles, CA 90036

☐ Maintenance	■ Rehabilitation/Restoration	☐ Completed	■ Proposed
Building Feature: W	ood Ceiling- Interior		
Cost \$ 63,800	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2018
Description of work:		based paint from wood deck and rep	
	■ Rehabilitation/Restoration	☐ Completed	<b>■</b> Proposed
Building Feature: S1	eel Trusses- Interior		
Cost \$ 19,650	(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 r	epaint.
	■ Rehabilitation/Restoration	☐ Completed	<b>■</b> Proposed
	•	☐ Completed	<b>■</b> Proposed
	Rehabilitation/Restoration riginal Skylights(round to nearest dollar)		
Building Feature: Or Cost \$ 11,600  Description of work:	riginal Skylights(round to nearest dollar)	Completed  Contract Year of Proposed Work Completion:  ghts including fixed glass, mullions ar	2020-21
Building Feature: O  Cost \$ 11,600  Description of work:	riginal Skylights(round to nearest dollar) Complete full restoration of skylig	Contract Year of Proposed Work Completion:	2020-21
Building Feature: O  Cost \$ 11,600  Description of work:	riginal Skylights(round to nearest dollar) Complete full restoration of skyligoaint/caulking.	Contract Year of Proposed Work Completion:  ghts including fixed glass, mullions ar  □ Completed	2020-21 nd
Building Feature: O  Cost \$ 11,600  Description of work:	riginal Skylights (round to nearest dollar)  Complete full restoration of skylighaint/caulking.  Rehabilitation/Restoration  corefront window system	Contract Year of Proposed Work Completion:  ghts including fixed glass, mullions ar  □ Completed	2020-21  nd  Proposed
Building Feature: O  Cost \$ 11,600  Description of work:  Maintenance Building Feature: St  Cost \$ 12,500	riginal Skylights (round to nearest dollar)  Complete full restoration of skylighaint/caulking.  Rehabilitation/Restoration corefront window system  (round to nearest dollar)	Contract Year of Proposed Work Completion:  This including fixed glass, mullions ar  Completed  and doors	2020-21  nd  Proposed  2022-23

PROPERTY ADDRESS: 800 S. La Brea Avenue, Los Angeles, CA 90036

■ Maintenance □ Rehabilitation/Restoration	☐ Completed	■ Proposed
Building Feature: Roof		
Cost \$ 52,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2024
Description of work: Re roof building		
■ Maintenance □ Rehabilitation/Restoration	<b>■</b> Completed	☐ Proposed
Building Feature: Roof Skylights		
Cost \$5,500 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2016
Description of work: Work completed: Interim the replacement and frame rep	he stabilization of existing skylights includir	
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed	☐ Proposed
Duilding Feature:		
building reature.		
Cost \$ (round to nearest dollar)		
Cost \$ (round to nearest dollar)		□ Proposed
Cost \$ (round to nearest dollar)  Description of work:	Contract Year of Proposed Work Completion:	
Cost \$ (round to nearest dollar)  Description of work:	Contract Year of Proposed Work Completion:	☐ Proposed
Cost \$ (round to nearest dollar)  Description of work:   Maintenance Rehabilitation/Restoration  Building Feature:	Contract Year of Proposed Work Completion:	☐ 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

	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.)	
TINC A	CDEFACENT is made and subsured into this	2016 hu and
IHIS AC	GREEMENT is made and entered into this day of	2016, by and
oetwee	n the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to a Steven T. Scheier (hereinafter referred to a	
PRINT	NAME OF EACH OWNER AS LISTED ON TITLE)	stile Owner ).
	WITNESSETH:	
(i)	California Government Code Sections 50280, et seq. authorize cities to ente	r into contracts with
	the owners of qualified historical properties to provide for the use, maintenance	
	of such historical properties so as to retain their characteristics as pro significance.	perties of historical
(ii)	Owner possesses fee title in and to that certain real property, together with a and improvements thereon, commonly known as theHammers Residence	associated structures and located
	at the street address2700 S. La Salle Avenue, Los Angeles, California	90018
	(hereinafter such property shall be referred to as the "Property"). A legal	•
	Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter refer for the Property is attached hereto, marked as <b>Exhibit "A"</b> , and is incorpo reference.	
	reference.	

(iii)	On		January 2	7, 201	6: (	a) the	: City	Council	of the	City	of Lo:	S Ang	geles
	declared t	he Prope	rty Historic-Cultu	ıral Mo	onumei	nt No.	1104	purs	uant to	Section	on 22.	171.:	l0 of
	the Los A	ngeles A	dministrative Co	ode (	Council	File I	No	15	_ 1351		); or	, (b)	The
	Property	was	determined	to	be	а	Cor	ntributing	Sti	ucture	ا ج	0	the
		N/A	4	_ Hist	oric Pi	reserv	ation	Overlay	Zone	pursua	ant to	Sec	tion
	12.20.3 of	the Los A	ngeles Municipa	al Code	<u>.</u>								

(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:

## Effective Date and Term of Agreement.

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

# 2. Renewal.

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

## 3. Standards for Historical Property.

During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:

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

- regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.
- c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

# 4. Provision of Information of Compliance.

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

### 5. Cancellation.

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

# 6. Enforcement of Agreement.

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

are available to the City to pursue in the event that there is a breach of this Agreement. No waiver of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

# 7. Binding Effect of Agreement.

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

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

### 8. Notice.

Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto.

To City: Los Angeles Department of City Planning

200 North Spring Street, Room 559

Los Angeles, California 90012

Attn: Historical Property Contracts Manager

To Owner: Name Steven 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:

Deputy			Date
VINCENT P. BERTONI, AICP, [	Director of Plann	ing	Date
	Ву:	Store Sc Owner Signature*	hlei
		Steven T. Schle	ier 5/30/2
		Print Name	
	Ву:	Owner Signature*	
		Print Name	Dat
	Ву:	Owner Signature*	
		Print Name	Dat
OVED AS TO FORM AEL N. FEUER, City Attorney			

<sup>\*</sup> 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 certific document to which this certificate is attached, and not to	cate verifies only the identity of the individual who signed the the truthfulness, accuracy, or validity of that document.
State of California ) County of LOS ANGELES ) On MAY 30, 2016 before me, US	A PUSBURY LOZD NOTANY PUBLIC
Date	Here Insert Name and Title of the Officer
personally appeared	T. SCHLEIER
	Name(s) of Signer(s)
subscribed to the within instrument and acknow	/ evidence to be the person(s) whose name(s) is/are vledged to me that he/she/they executed the same in nis/her/their signature(s) on the instrument the person(s), cted, 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.
LISA PILLSBURY LORD Commission # 2071089 Notary Public - California Los Angeles County My Comm. Expires Jun 10, 2018	Signature of Notary Public
Place Notary Seal Above	
	PTIONAL
	s information can deter alteration of the document or s form to an unintended document.
	ATU CONNACT Document Date:
Capacity(ies) Claimed by Signer(s)	
Signer's Name:	Signer's Name:
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator ☐ Other:	
Signer Is Representing:	Signer Is Representing:
•	

# HISTORICAL PROPERTY CONTRACT APPLICATION FORM

# **OWNER INFORMATION**

PROPERTY ADDRESS: 2700 S. La Salle	Avenue, Los Angeles, CA 90	018	
OWNER(S) OF PROPERTY: Steve	n T. Schleier		
OWNER(S) MAILING ADDRESS: 2700 S. La Salle A	Avenue, Los Angeles, CA 900	018	
HOME TELEPHONE: (310) 251-2625	WORK TELEPHONE: (310	0) 575-4860	
Мовіle Telephone: <u>(</u> 310) 251-2625	ALTERNATE TELEPHONE:	<u></u>	
OWNER(S) EMAIL: stevela@roadrunner.com	ALTERNATE EMAIL:		<del></del>
PROPERTY INFORMATION		and the figure trapped per production which committee recover	
Legal Description: TRACT: Charles Victor Hall Tract	Вьоск: 11 ьот:	1 ARB:	N/A
Assessor Identification Number (AIN): 5053 - 02	- 001	Council Distric	T NO.: 8
PROPERTY PURCHASE DATE: 11/18/2013 Mo	ST RECENT ASSESSED VALUE:	\$754,784.00	
OWNER OCCUPIED: • YES C NO USE: • SIN	IGLE-FAMILY DWELLING C M	ulti-Family/ Comme	ercial/ Industrial
Addresses for all other property owned within the (			○YES ⓒ NA
TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS A	INGELES ARE PAID TO DATE?		
ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM T BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPA	ARTMENT?		C YES • No
HISTORICAL SIGNIFICANCE	a the conjugacy of age, grains a refer moved on the fact of special grains.	and an object of the second of	and an experience of the second
HISTORIC-CULTURAL MONUMENT (HCM)			
HCM NUMBER: 1104 HCM NAME: Hammers I	Residence		
CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY	ZONE (HPOZ)		
HPOZ NAME:	HISTORIC PROPERTY NAME:		
Original Construction Date: 1904	ARCHITECT(s): Samuel Hedg	ges	*******************************
ARCHITECTURAL STYLE: Arts and Crafts		····	,
PROPERTY CONTRACT.  Stoven Schlein 2/16/2	DESCRIBED ABOVE AND HERE	BY APPLY FOR AN F	listorical
Owner Signature Date	Owner Signature		DATE
Steven T. Schleier	- Addition		
PRINT NAME	PRINT NAME		

EXHIBIT "A"

# REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 2700 South La Salle Avenue, Los Angeles, CA 90027

☐ Maintenance ☐ Rehabilitation/Restoration		☐ 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 unreinforce retrofit and partial replacemen	d brick foundation exceeding minimum rate, poured concrete sister foundation; lev	
☐ Maintenance ☐ Rehabilitation/Restoration	<b>■</b> Completed	☐ Proposed
Building Feature: Windows		
Cost \$ 16,500.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2014
Description of work: Repair and restoration of exis window sashes and glass incl	•	ed original
☐ Maintenance ☐ Rehabilitation/Restoration	<b>■</b> Completed	☐ Proposed
Building Feature: Doors		
Cost \$ 6,500.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2014
Description of work: Repaired and restored origina replaced non-original front doc	•	doors,
☐ Maintenance ☐ Rehabilitation/Restoration		☐ Proposed
Building Feature: Interior Wood Work		
Cost \$ 14,000.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2014
Description of work: Restored and refinished origin other woodwork in foyer, living		

# REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 2700 South La Salle Avenue, Los Angeles, CA 90027

☐ Maintenance ☐ Rehabilitation/Restoration ☐ Complet	ed 🗆 Proposed
Building Feature: Floors	
Cost \$\\\ \\	ion: 2014
Description of work: Refinished original hardwood floors	
☐ Maintenance ☐ Rehabilitation/Restoration ☐ Complet	ed 🗆 Proposed
Building Feature: Front Porch and Front Facade	
Cost \$5,000.00 (round to nearest dollar) Contract Year of Proposed Work Complet	ion: 2014
Description of work: Demolished non-original flagstone veneer on front facade, porch a and restored original appearance with wood columns and wood ra	
☐ Maintenance ☐ Rehabilitation/Restoration ☐ Complet	ed 🗆 Proposed
Building Feature: Back Patio	
Cost \$ 9,000.00 (round to nearest dollar) Contract Year of Proposed Work Complete	ion: 2014
Description of work: Demolished non-original flagstone patio in rear and added new reconform to home's original construction period	dwood deck to
☐ Maintenance ☐ Rehabilitation/Restoration ☐ Complete	ed 🗆 Proposed
Building Feature: Exterior Siding and Woodwork	
Cost \$ 9,100.00 (round to nearest dollar) Contract Year of Proposed Work Complet	ion: 2014
Description of work: Restored and repaired wood siding, primed and painted all exterio	or surfaces

# REHABILITATION/RESTORATION/MAINTENANCE PLAN

# PROPERTY ADDRESS: 2700 South La Salle Avenue, Los Angeles, CA 90027

☐ Maintenance ☐ Rehabilitation/Restoration	<b>■</b> Completed	☐ Proposed
Building Feature: Interior Paint		
9 200 00	Contract Year of Proposed Work Completion:	2014
Description of work: Restore interior walls, prime and	paint all interior walls	
☐ Maintenance ☐ Rehabilitation/Restoration	<b>■</b> 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 200		
☐ Maintenance ☐ Rehabilitation/Restoration	■ Completed	☐ Proposed
Building Feature: Plumbing		
Cost \$ 8,900.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2014
Description of work: All new copper plumbing installed	throughout house	
☐ Maintenance ☐ Rehabilitation/Restoration	<b>■</b> Completed	☐ Proposed
Building Feature: HVAC		
Cost \$ 8,300.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2014
Description of work: All new HVAC installed		

# REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 2700 South La Salle Avenue, Los Angeles, CA 90027

☐ Maintenance ☐ Rehabilitation/Restoration	■ Completed	☐ Proposed
Building Feature: Fireplace		
1 500 00	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	<b>■</b> Completed	☐ Proposed
Building Feature: Bathrooms		
Cost \$ 17,900.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2016
Description of work: Remove non-original vanities and and tiles	d tiles, replace with period appropria	te vanities
	<b></b>	
☐ Maintenance	<b>■</b> Completed	☐ Proposed
•	■ Completed	☐ Proposed
Building Feature: Front yard landscaping  Cost \$ 3,500 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2016
Building Feature: Front yard landscaping	Contract Year of Proposed Work Completion:	2016
Building Feature: Front yard landscaping  Cost \$3,500 (round to nearest dollar)  Description of work: Plant shrubs and ground-cover a  Maintenance Rehabilitation/Restoration	Contract Year of Proposed Work Completion:	2016
Building Feature: Front yard landscaping  Cost \$3,500 (round to nearest dollar)  Description of work: Plant shrubs and ground-cover a  Maintenance Rehabilitation/Restoration	Contract Year of Proposed Work Completion: opropriate for period	2016
Building Feature: Front yard landscaping  Cost \$3,500 (round to nearest dollar)  Description of work: Plant shrubs and ground-cover a	Contract Year of Proposed Work Completion: opropriate for period	2016
Building Feature: Front yard landscaping  Cost \$3,500 (round to nearest dollar)  Description of work: Plant shrubs and ground-cover a Maintenance Rehabilitation/Restoration  Building Feature: Back yard landscaping	Contract Year of Proposed Work Completion:  opropriate for period  Grapheted	2016  Proposed

# REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 2700 South La Salle Avenue, Los Angeles, CA 90027

☐ Maintenance ■ Rehabilitation/Restoration	☐ Completed	■ Proposed
Building Feature: Garage		
Cost \$ 30,000.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2018
Description of work: Reconstruct a garage to conform	to period of home	
☐ Maintenance ■ Rehabilitation/Restoration	☐ Completed	■ Proposed
Building Feature: Landscape back yard		
Cost \$ 22,000.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2019
Description of work: Landscape the back yard with tre period of home	ees, shrubs and ground cover approp	oriate for
☐ Maintenance	☐ Completed	■ Proposed
Building Feature: Attic		hillingiilleilideileimheadonnachdannaanan namana 179
Cost \$45,000.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2020
Description of work: Build out the attic to match the pe	eriod of the home	
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed	■ Proposed
Building Feature: Fireplace		
Cost \$ 14,000.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2024
Description of work: Repair the damaged interior brick function	ks in the fireplace in order to make th	ne fireplace

### 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.
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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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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
(LEAVE DATE BLANK UNTIL RECORDED)	
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the	ne "City") and
J AND R YUZEFPOLSKY TRUST (hereinafter referred to as the "Company of the property of the prop	Owner").
J AND R YUZEFPOLSKY TRUST  (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 RUTH ANN REEVE RESIDENCE and located at the street address 154 S. LARCHMONT BLVD. Los Angeles, California 90004 (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as Exhibit "A", and is incorporated herein by this reference.

- (iii) On 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 ); or, (b) The determined to be Property was a Contributing Structure to the WINDSOR SQUARE Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.
- (iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

## 1. Effective Date and Term of Agreement.

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

### 2. Renewal.

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

### 3. Standards for Historical Property.

During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:

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

- regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.
- **c.** Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

## 4. Provision of Information of Compliance.

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

### 5. Cancellation.

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

### 6. Enforcement of Agreement.

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

are available to the City to pursue in the event that there is a breach of this Agreement. No waiver of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

## 7. Binding Effect of Agreement.

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

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

### 8. Notice.

Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto.

**To City:** Los Angeles Department of City Planning

200 North Spring Street, Room 559

Los Angeles, California 90012

Attn: Historical Property Contracts Manager

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:

/:	···		
Deputy			Date
: VINCENT P. BERTONI, AICP, Dire	ector of Plann	ing	Date
	Ву:	JOE fr	5/0
		Owner Signature*	
		Joe Yuzefpolsky, 7	rustee of the
		Print Name	Date
	Ву:	Refine G	e120/11
		Owner/Signature*	
		Regina Yuzefpolsky,	Trustee of the
		Print Name	Date
	Ву:		
	•	Owner Signature*	
		Print Name	 Date
PROVED AS TO FORM			
CHAEL N. FEUER, City Attorney			
r:			

# California ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the

before me,
(here insert name and title of the officer),
the person(s) whose name(s) is/are edged to me that he/she/they executed, and that by his/her/their signature(s) on behalf of which the person(s) acted,
e laws of the State of California that
SILVIA BORS COMM.# 2104308 NOTARY PUBLIC · CALIFORNIA E LOS ANGELES COUNTY My Comm. Expires Mar. 22, 2019 (Seal)

Rev. 2014-2015

# HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION	
PROPERTY ADDRESS: 154 S. Larchmont Blvd. Los Angeles, Ca	90004
Owner(s) of Property: Joe & Regina Yuzefpolsky	
OWNER(s) MAILING ADDRESS: 154 S. Larchmont Blvd. Los Ang	geles, Ca 90004 .
HOME TELEPHONE: (310) 508-7394	WORK TELEPHONE:
MOBILE TELEPHONE:	ALTERNATE TELEPHONE: (310) 740-1832
OWNER(s) EMAIL: _reginay@wcliens.com	ALTERNATE EMAIL:
PROPERTY INFORMATION	
Legal Description: TRACT: 3743 BI	LOCK: 10 LOT: 9 ARB: <u>none</u>
Assessor Identification Number (AIN): 5515 - 023	- <u>009</u> COUNCIL DISTRICT NO.: <u>4</u>
PROPERTY PURCHASE DATE: 4/16/2003 MOST RE	CENT ASSESSED VALUE: \$1,199,168.00
OWNER OCCUPIED: • YES ONO 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 subs	( ≥ YES (• NA ,
TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGEL	ES ARE PAID TO DATE?
ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM THE LO BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPARTM	ENT? CYES © NO
HISTORICAL SIGNIFICANCE	in the community of the state of
HISTORIC-CULTURAL MONUMENT (HCM)	
HCM NUMBER: HCM NAME:	· · · · · · · · · · · · · · · · · · ·
CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZON	e (HPOZ)
HPOZ NAME: Windsor Square His	STORIC PROPERTY NAME: Residence for Ruth Anna Reeve
ORIGINAL CONSTRUCTION DATE: 1923 ARCH	HITECT(S): John Douglas
ARCHITECTURAL STYLE: Spanish Colonial Revival	
I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESC	RIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL
PROPERTY CONTRACT.  PROPERTY CONTRACT.  JUST POLICY 3/19/16	JOE / 4/19/10
OWNER SIGNATURE DATE C	DWNER SIGNATURE DATE  JOF YYZEEDOLEN
<b>V</b>	PRINT NAME

EXHIBIT "A"

Revised November 2015

# PROPERTY ADDRESS: 154 S. Larchmont Blvd. Los Angeles, Ca 90004

Building Feature: Landscape  Cost \$\frac{21,000}{21,000}\$ (round to nearest dollar) Contract Year of Proposed Work Completion: \frac{2015}{2015}\$  Description of work: Installed front yard landscaping with drought tolerant plants and improved drainage    Maintenance				
Cost \$ 21,000		•	<b>■</b> Completed	☐ Proposed
Cost \$ 21,000	Building Feature: La	andscape		
drainage    Maintenance			Contract Year of Proposed Work Completion	2015
Building Feature: Landscape  Cost \$ 25,000		•	with drought tolerant plants and imp	roved
Cost \$25,000 (round to nearest dollar) Contract Year of Proposed Work Completion:  Description of work: Installed rear yard landscaping with drought tolerant plants and improved drainage  Maintenance Rehabilitation/Restoration Completed Proposed Work Completed Proposed Work Completion:  Cost \$6,000 (round to nearest dollar) Contract Year of Proposed Work Completion:  Description of work: Foundation reinforcement to improve strength of structural system that has shown signs of failing  Maintenance Rehabilitation/Restoration Completed Proposed Work Completed Proposed Work Special Proposed Work Completed Proposed Work Special Propose	☐ Maintenance ■	■ Rehabilitation/Restoration	<b>■</b> Completed	☐ Proposed
Cost \$25,000 (round to nearest dollar) Contract Year of Proposed Work Completion:  Description of work: Installed rear yard landscaping with drought tolerant plants and improved drainage  Maintenance Rehabilitation/Restoration Completed Proposed Work Completed Proposed Work Completion:  Cost \$6,000 (round to nearest dollar) Contract Year of Proposed Work Completion:  Description of work: Foundation reinforcement to improve strength of structural system that has shown signs of failing  Maintenance Rehabilitation/Restoration Completed Proposed Work Completed Proposed Work Special Proposed Work Completed Proposed Work Special Propose	Building Feature: La	andscape		
drainage  ☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Propose  Building Feature: Foundation/Structural System  Cost \$ 6,000 ☐ (round to nearest dollar) ☐ Contract Year of Proposed Work Completion: 2016  Description of work: Foundation reinforcement to improve strength of structural system that has shown signs of failing  ☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Propose  Building Feature: Chimney  Cost \$ 44,800 ☐ (round to nearest dollar) ☐ Contract Year of Proposed Work Completion: 2018			Contract Year of Proposed Work Completion	2016
Building Feature: Foundation/Structural System  Cost \$6,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016  Description of work: Foundation reinforcement to improve strength of structural system that has shown signs of failing  Maintenance Rehabilitation/Restoration Completed Proposed Building Feature: Chimney  Cost \$44,800 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018	•	, ,	vith drought tolerant plants and impr	oved
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Description of work: Foundation reinforcement to improve strength of structural system that has shown signs of failing  ☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Propose  Building Feature: Chimney  Cost \$ 44,800 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018				2016
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Cost \$ 44,800 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018		·	☐ Completed	■ Proposed
Cost \$ 44,800 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018	Building Feature: Ch	nimney		
Description of work: Re-build chimney to restore it to safe and functional order			Contract Year of Proposed Work Completion:	2018
	Description of work:	Re-build chimney to restore it to	safe and functional order	

# PROPERTY ADDRESS: 154 S. Larchmont Blvd. Los Angeles, Ca 90004

☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed	<b>■</b> Proposed
Building Feature: Interior Plaster Walls		
Cost \$9,543 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2018
Description of work: Repair damaged interior plaster	walls that are presently cracked	
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed	<b>■</b> 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 doors wi	th wood doors	
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed	■ Proposed
	☐ Completed	■ Proposed
□ Maintenance ■ Rehabilitation/Restoration  Building Feature: Wood Floors  Cost \$ 28,986 (round to nearest dollar)	☐ Completed  Contract Year of Proposed Work Completion:	Proposed 2025
Building Feature: Wood Floors	Contract Year of Proposed Work Completion:	
Building Feature: Wood Floors  Cost \$28,986 (round to nearest dollar)	Contract Year of Proposed Work Completion:	
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Building Feature: Wood Floors  Cost \$28,986 (round to nearest dollar)  Description of work: Repair/replace (where needed) was a second control of the seco	Contract Year of Proposed Work Completion:  ood flooring	2025
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Building Feature: Wood Floors  Cost \$28,986 (round to nearest dollar)  Description of work: Repair/replace (where needed) we have a suit of the property of th	Contract Year of Proposed Work Completion:  Ood flooring   Completed  Contract Year of Proposed Work Completion:	2025  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

	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 A	GREEMENT is made and entered into this day of	2016, by and
David Ale	n the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to exander DePasquale, Jared Hammond and Peter Emmerich (hereinafter referred to as	as the "City") and
	WITNESSETH:	
(i)	California Government Code Sections 50280, et seq. authorize cities to enter the owners of qualified historical properties to provide for the use, maintenar of such historical properties so as to retain their characteristics as prop	
	significance.	erties of historical

- (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 ); or, (b) The determined Property was to be а Contributing Structure 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.

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- 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.

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are available to the City to pursue in the event that there is a breach of this Agreement. No waiver of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

### 7. Binding Effect of Agreement.

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

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

#### 8. Notice.

Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto.

To City: Los Angeles Department of City Planning

200 North Spring Street, Room 559

Los Angeles, California 90012

Attn: Historical Property Contracts Manager

To Owner: Name 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:

/:		
Deputy		Date
· · · · · · · · · · · · · · · · · · ·		<b>D</b>
VINCENT P. BERTONI, AICP, Dir	ector of Planning	Date
	Ву:	
	Owner Signature*	
	David Alexander D	ePasquale 🦂
	Print Name	Date
	By: Owner Signature*	
	Jared Hammoi	nd ( )
		<u> </u>
	Print Name	, Date
	By: / tty much	ellen _
	Owner Signature*	
	Peter Emmeric	5/24/16
	Print Name	Date
PROVED AS TO FORM		
CHAEL N. FEUER, City Attorney		

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

**CIVIL CODE § 1189** 

A notary public or other officer completing this certifical document to which this certificate is attached, and not the	ite verifies only the identity of the individual who signed the ruthfulness, accuracy, or validity of that document.
State of California  County of Los Angeles  On May 24, 2016 before me, Some Date  personally appeared David Alexander De	Ruba Zorob, Notary Public, Here Insert Name and Title of the Officer Pasquale, Jared Hammond, and Peter Emmeric Name(s) of Signer(s)
subscribed to the within instrument and acknowle	evidence to be the person(s) whose name(s) is/are edged to me that he/she/they executed the same in s/her/their signature(s) on the instrument the person(s), ted, executed the instrument.
RUBA ZOROB Notary Public - California Los Angeles County Commission # 2148245	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 OP7	TIONAL
	information can deter alteration of the document or form to an unintended document.
Document Date: Signer(s) Other Than Named Above:	Number of Pages:
Capacity(ies) Claimed by Signer(s)  Signer's Name:  Corporate Officer — Title(s):  Partner — Limited General  Individual Attorney in Fact  Trustee Guardian or Conservator  Other:  Signer Is Representing:	Signer's Name:

# HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION		
PROPERTY ADDRESS: 17013 Lisette St., Granada Hills, CA	\ 91344	
OWNER(S) OF PROPERTY: Jared Hammond, Peter Emme	rich, David DePasquale	
OWNER(S) MAILING ADDRESS: 17013 Lisette St., Granada	a Hills, CA 91344	
Номе Теlephone: <u>(917)</u> 518-5175	WORK TELEPHONE: (310) 209-7929	
MOBILE TELEPHONE: (732) 615-8459	Alternate Telephone: (917) 518-51	76
OWNER(S) EMAIL: jhammond@hammer.ucla.edu	ALTERNATE EMAIL: davidadepasqual	e@gmail.com
PROPERTY INFORMATION	S gegenade va genae, value 198 pri transportare sommunis 1961 to 24 AMAMBRINGHI (2) Settlementer Versich 1969A	indi tersik i di telebi dinancia imi za uguani. Labilitari ketati bibili ti di tersita ta ti i ve
Legal Description: TRACT: 21530	BLOCK: None LOT: 3	ARB: None
Assessor Identification Number (AIN): 2602 - 01	17 _ 002 COUNCIL DIS	STRICT NO.: 12
PROPERTY PURCHASE DATE: 9/18/2015 MC	OST RECENT ASSESSED VALUE: 745000	
OWNER OCCUPIED:   YES  NO USE:  SIN	NGLE-FAMILY DWELLING OMULTI-FAMILY/ CO	MMERCIAL/ INDUSTRIAL
Addresses for all other property owned within the separate sheet of paper, labeled "Attachment E", and		YES • NA
TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS A	Angeles are PAID to date?	€ Yes ○ No
ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPARTMENT.		⊜Yes   ● No
HISTORICAL SIGNIFICANCE	e la sinalizazione pura pura montmonero tenero del del della consulta del mentre dell'escontrato fichi e es e discolare del con-	or the original transfer and developments are also the transfer and the state of the second and
☐ HISTORIC-CULTURAL MONUMENT (HCM)		
HCM NUMBER: HCM NAME:		
CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLA	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 & E	mmons Assoc.
ARCHITECTURAL STYLE: Los Angeles Modern		The state of the s
I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY PROPERTY CONTRACT.	DESCRIBED ABOVE AND HEREBY APPLY FOR	AN HISTORICAL
De 1 / E 2/28/16	De .	2/28/16
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	
Use this form to propose all preservation work necessary to reh maintenance, restoration and replacement of historic features o of new elements. Although modernization may be an importa specifically capture the preservation work involved and not anyt apply to your property. Begin by listing recently completed preservation work involved within the next ten years arranging in order of priority	n the property, <u>NOT modernization</u> , <u>remodels</u> , <u>or construction</u> int part of your rehabilitation project, this form is meant to hing else. Copy this page as necessary to include all items that ervation work (if applicable) and continue with work proposed
☐ Maintenance ☐ Rehabilitation/Restoration	■ Completed □ Proposed
Building Feature: Sewer line from house to st	treet
	Contract Year of Proposed Work Completion: 2015
Description of work: Replacement of master sewage l street	
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed <b>■</b> Proposed
Building Feature: Siding/Exterior wood	
Cost \$ 1,670 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2016
Description of work: Repair modest amount of dry rot	
☐ Maintenance	☐ Completed ■ Proposed
Cost \$ 31,970 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2016
Description of work: Remove three layers of existing replace gutters and downspouts	oofs and replace with new roof; repair and/or
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed ■ Proposed
Building Feature: Front yard	
Cost \$ 3,000 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2016
Description of work: Engage landscaper to design nat graded front lawn, eliminating any	

PROPERTY ADDRESS: 17013 Lisette Street			
Use this form to propose all preservation work necessary to remaintenance, restoration and replacement of historic features of new elements. Although modernization may be an imports specifically capture the preservation work involved and not any apply to your property. Begin by listing recently completed presto complete within the next ten years arranging in order of priori	on the property, <u>NOT modernization, remodels,</u> ant part of your rehabilitation project, this fo thing else. Copy this page as necessary to incluservation work (if applicable) and continue with	or correction or	onstruction s meant to litems that
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed		Proposed
Building Feature: Electrical system			
Cost \$6,500 (round to nearest dollar)	Contract Year of Proposed Work Completion:	20	16
Description of work: Upgrade electrical panel and sul			
■ Maintenance □ Rehabilitation/Restoration  Building Feature: Chimney	☐ Completed		Proposed
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	☐ Completed		Proposed
Building Feature: Chimney			
Cost \$2,200 (round to nearest dollar)	Contract Year of Proposed Work Completion:	20	16
Description of work: Repoint masonry as needed; inst	all rain cap and spark screen if feasil	ble	
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed	E	Proposed
Building Feature: Back yard			
Cost \$3,500 (round to nearest dollar)	Contract Year of Proposed Work Completion:	20	16
Description of work: Engage arborist to evaluate conc house, and remediate trees/limbs	•	f the	e 

PROPERTY ADDRESS: 17013 Lisette Street		
Use this form to propose all preservation work necessary to rehabilitate the promaintenance, restoration and replacement of historic features on the property, of new elements. Although modernization may be an important part of your specifically capture the preservation work involved and not anything else. Copy tapply to your property. Begin by listing recently completed preservation work (if to complete within the next ten years arranging in order of priority.	NOT modernization, remodels, rehabilitation project, this for this page as necessary to include	or construction rm is meant to le all items that
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed	■ Proposed
Building Feature: Sliding doors		
	f Proposed Work Completion:	2016
Description of work: Repair/replace locking mechanisms		
☐ Maintenance ☐ Rehabilitation/Restoration  Building Feature: Windows and sliding doors	☐ Completed	■ Proposed
Cost \$\frac{3,500}{5}\$ (round to nearest dollar) Contract Year of	f Proposed Work Completion:	2017
Description of work: Install safety film on plate-glass windows and	sliding doors	
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed	■ Proposed
Building Feature: Front yard		
9.500	f Proposed Work Completion:	2017
Description of work: Install native/drought-tolerant landscape to repincluding redirection/removal of sprinkler systems.		t lawn,
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed	■ Proposed
Building Feature: Back and side yards		
Cost \$3,000 (round to nearest dollar) Contract Year o	f Proposed Work Completion:	2017
Description of work: Engage landscaper to design native/drought-t both sections of back yard on either side of re	• •	porating

PROPERTY ADDRESS: 17013 Lisette Street		
Use this form to propose all preservation work necessary to relamintenance, restoration and replacement of historic features of new elements. Although modernization may be an import specifically capture the preservation work involved and not any apply to your property. Begin by listing recently completed presto complete within the next ten years arranging in order of priori	on the property, <u>NOT modernization, remodels,</u> ant part of your rehabilitation project, this for thing else. Copy this page as necessary to incluservation work (if applicable) and continue with	or construction rm is meant to de all items that
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed	■ Proposed
Back and side yards		
Cost \$5,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2018
Description of work: Install native/drought-tolerant lar sprinkler system		
☐ 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	n design consistent with home	
☐ Maintenance ■ Rehabilitation/Restoration	☐ Completed	Proposed
Building Feature: Back and side yard fences		
Cost \$ 6.500 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2018
Description of work: Replace non-historic fencing with rear fence line	design consistent with home; possib	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		

### 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

	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 AC	GREEMENT is made and entered into this day of	2016, by and
betwee	en the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to	
	Jeremy A. Samuelson and Dara A. Samuelson (hereinafter referred to a	s the "Owner").
(PRINT	NAME OF EACH OWNER AS LISTED ON TITLE)	
	WITNESSETH:	
<b>/:</b> \	Colifornia Company Code Continue 50200 at any authorize strict to any	
(i)	California Government Code Sections 50280, et seq. authorize cities to enter	
	the owners of qualified historical properties to provide for the use, maintenance of such historical properties to provide for the use, maintenance of such historical properties to provide for the use, maintenance of such historical properties to provide for the use, maintenance of such historical properties to provide for the use, maintenance of such historical properties to provide for the use, maintenance of such historical properties to provide for the use, maintenance of such historical properties to provide for the use, maintenance of such historical properties to provide for the use, maintenance of such historical properties to provide for the use, maintenance of such historical properties and the use of such historical properties are provided for the use of such	
	of such historical properties so as to retain their characteristics as pro- significance.	perties of historical
(ii)	Owner possesses fee title in and to that certain real property, together with a	
	and improvements thereon, commonly known as theJohn F. Powers Reside	
	at the street address1547 S. Manhattan Place, Los Angeles, California	90019
	(hereinafter such property shall be referred to as the "Property"). A lega	description of the
	Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter refer	red to as the "Plan")
	for the Property is attached hereto, marked as Exhibit "A", and is incorpor	rated herein by this
	reference.	

(iii)	On		June 2	1 199	<u>6                                    </u>	a) the	City	Council of	the City of	f Los Ar	ngeles
	declared th	ne Prope	rty Historic-Cultu	ıral Mo	onume	nt No.	627	pursua	ant to Section	า 22.171	10 of
	the Los Ar	ngeles A	dministrative Co	ode (	Council	File	No	96 .	0867	); or, (b	) The
	Property	was	determined	to	be	а	Cor	ntributing	Structure	to	the
		N/A		Hist	oric P	reserv	ation	Overlay Z	one pursuar	it to Se	ection
	12.20.3 of	the Los A	ngeles Municipa	l 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: 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.

Deputy			Date
VINCENT P. BERTONI, AICP, Dir	ector of Planni	ng	Date
	By:	Owner Signature*  Jeremy A. Samu	elson
	Ву:	Print Name Owner Signature*	Date / 5/2
PLEASE SEE AND CHIED CURRENT CALLECTION		Dara A. Samuels	Date
NOTARY FORM	Dece		
	Ву:	Owner Signature*	
		Print Name	Date
ROVED AS TO FORM HAEL N. FEUER, City Attorney			

the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

# California Acknowledgment Form

	alifornia	N(ati Ec		ss.					
County 01	WO A	ngeles	MANUAL TERROR TO THE TOTAL TO T	<i>,</i>					
On	05/24	2016	t	efore me,	C	hristian	Gutierr	ez, N	otary Public the officer) SAMUELSO V
personally	appeared _	JERENY	<u> </u>	SAMUFL	-50N	AND.	DARA	<b>A</b>	SAMUELSO V
who proved to the withi thorized ca	d to me on th in instrumer apacity(ies),	ne basis of sati nt and acknow	sfactory /ledged is/her/th	evidence to me that neir signatu	to be th he/she ure(s) c	e person they ex on the ins	(s) whose ecuted the	name( same	s) is/are subscribed in his/her/their au- son(s), or the entity
•	der PENALi is true and	TY OF PERJU correct.	JRY und	der the law	s of the	e State c	f Californi	a that	the foregoing
		Seal			VITI	NESS my	hand and	d offici	al seal.
N	CON NOTARY LOS	TIAN GUTIERREZ  AM. # 2093925  PUBLIC-CALIFORNIA ANGELES COUNTY  M. EXP. DEC. 18, 2018			Signa	Mature of N	<i>∕</i> ∕ ∕ ∕ ∕ ∕ ∕ ∕ ∕ ∕ ∕ ∕ ∕ ∕ ∕ ∕ ∕ ∕ ∕	M	
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	To help	prevent fraud, it is ro	ecommende is <u>not</u> requir	d that you provi ed under Califo	rnia State	notary public	law.***		o
Docume	To help	***This	is <u>not</u> requir	d that you provi ed under Califo	rnia State	notary public	: law.***	Pages:_	
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Docume		***This	is <u>not</u> requir	ed under Califo	rnia State	notary public	: law.***		
Docume		***This	is <u>not</u> requir	ed under Califo	rnia State	notary public	: law.***		

# HISTORICAL PROPERTY CONTRACT APPLICATION FORM

# OWNER INFORMATION PROPERTY ADDRESS: 1547 S. Manhattan Place, 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 ALTERNATE TELEPHONE: (310) 463-8852 OWNER(S) EMAIL: studio@jeremysamuelson.com ALTERNATE EMAIL: dara@shabby.com PROPERTY INFORMATION Legal Description: TRACT: The W. G. Nevin Tract BLOCK: 3 LOT: 7 ARB: Assessor Identification Number (AIN): 5073 - 009 - 007 COUNCIL DISTRICT NO.: 10 PROPERTY PURCHASE DATE: 2/4/2016 MOST RECENT ASSESSED VALUE: \$1,400,000.00 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? Yes ○ No 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 🖰 YES 🍳 No BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPARTMENT? HISTORICAL SIGNIFICANCE ■ HISTORIC-CULTURAL MONUMENT (HCM) HCM Number: 627 HCM Name: John F. Powers Residence CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ) 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 ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT. 2-18-16 OWNER/SIGNATURE OWNER SIGNATURE DATE Jeremy A. Samuelson Dara B. Samuelson PRINT NAME PRINT NAME

**EXHIBIT "A"** 

**Revised November 2015** 

### REHABILITATION/RESTORATION/MAINTENANCE PLAN

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, 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.

☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed	Proposed
Building Feature: Foundation		
Cost \$ 15,000.00 (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 broken	, , ,	
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed	■ Proposed
,	☐ Completed	■ Proposed
☐ Maintenance ☐ Rehabilitation/Restoration  Building Feature: Gutters  Cost \$ 15,000.00 (round to nearest dollar)		
Building Feature: Gutters	Contract Year of Proposed Work Completion:	
Building Feature: Gutters  Cost \$ 15,000.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	
Building Feature: Gutters  Cost \$ 15,000.00 (round to nearest dollar)  Description of work: Install copper gutters on house a	Contract Year of Proposed Work Completion:	2019
Building Feature: Gutters  Cost \$ 15,000.00 (round to nearest dollar)  Description of work: Install copper gutters on house a	Contract Year of Proposed Work Completion:	2019
Building Feature: Gutters  Cost \$ 15,000.00 (round to nearest dollar)  Description of work: Install copper gutters on house a  Maintenance Rehabilitation/Restoration  Building Feature: Roof	Contract Year of Proposed Work Completion:  nd garage.   □ Completed	2019  ■ Proposed

# REHABILITATION/RESTORATION/MAINTENANCE PLAN

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, 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.

☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed	■ Proposed
Building Feature: Landscaping		
Cost \$ 25,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2021
Description of work: Develop and execute a cohesive street , building front and rear. inc		on
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed	Proposed
Building Feature: restore exterior facia an	d details	
Cost \$ 10,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2021
Description of work: restore, sand paint all exterior factors house	cie detail on both carriage house and	l main
☐ Maintenance ■ Rehabilitation/Restoration	☐ Completed	Proposed
	☐ Completed	Proposed
Maintenance Rehabilitation/Restoration  Building Feature: Kitchen restoration  Cost \$ 10,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	Proposed 2022
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 inst	Contract Year of Proposed Work Completion:  all tile appropriate to the house  □ Completed	
Building Feature: Kitchen restoration  Cost \$ 10,000 (round to nearest dollar)  Description of work: remove bamboo flooring and inst	Contract Year of Proposed Work Completion:  all tile appropriate to the house  □ Completed	2022
Building Feature: Kitchen restoration  Cost \$ 10,000 (round to nearest dollar)  Description of work: remove bamboo flooring and inst	Contract Year of Proposed Work Completion:  all tile appropriate to the house  □ Completed	2022

# REHABILITATION/RESTORATION/MAINTENANCE PLAN

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, 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.

☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed <b>■</b>	Proposed
Building Feature: chimney repair		
Cost \$ 15,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	023
	· -	
Description of work: engineer and stabilize chimney	, repoint brick work	
☐ Maintenance ☐ Rehabilitation/Restoration	•	Proposed
Building Feature: Restore and repair porch	n ceiling	
Cost \$ 15,000 (round to nearest dollar)	Contract Year of Proposed Work Completion: 20	024
Description of work: refinish and repair tongue and g	roove porch ceiling paneling	
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed <b>Ē</b>	Proposed
Building Feature: Exterior stonework		
Cost \$ 10,000.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	026
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:	
	Consider real of Froposed 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

	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 AC	GREEMENT is made and entered into this day of	2016, by and
betwee David R.	n the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to a (hereinafter referred to a	o as the "City") and
PRINT	NAME OF EACH OWNER AS LISTED ON TITLE)	
	WITNESSETH:	
(i)	California Government Code Sections 50280, et seq. authorize cities to enter the owners of qualified historical properties to provide for the use, maintena of such historical properties so as to retain their characteristics as pro- significance.	ance and restoration
(ii)	Owner possesses fee title in and to that certain real property, together with a and improvements thereon, commonly known as the Joseph L. Starr Dairy Farm But at the street address 3118 Mont Clair Street, Los Angeles, California	unkhouse and located
	(hereinafter such property shall be referred to as the "Property"). A legal Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to the Property is attached hereto, marked as <b>Exhibit "A"</b> , and is incorporate reference.	red to as the "Plan")

- (iii) On June 28 2011 : (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 Contributing to be а Structure the Jefferson Park Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.
- (iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

### 1. Effective Date and Term of Agreement.

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

### 2. Renewal.

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

# 3. Standards for Historical Property.

During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:

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

- regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.
- **c.** Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

### 4. Provision of Information of Compliance.

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

### 5. Cancellation.

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

### 6. Enforcement of Agreement.

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

are available to the City to pursue in the event that there is a breach of this Agreement. No waiver of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

### 7. Binding Effect of Agreement.

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

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

### 8. Notice.

Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto.

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

: Deputy			 Date
Deputy			Date
VINCENT P. BERTONI, AICP, Dir	ector of Plann	ing	Date
	By:	Danie R. Rap	<del></del>
		Owner Signature*	
		David R. Raposa	
		Print Name	Date
	Ву:		***************************************
		Owner Signature*	
		Print Name	Date
	Ву:	Owner Signature*	
		Print Name	Date
ROVED AS TO FORM HAEL N. FEUER, City Attorney			
	ornov		

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.

### **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)

NOTARY PUBLIC - CALIFORNIA LOS ANGELES COUNTY My Gemm. Expires June 14, 2017

# HISTORICAL PROPERTY CONTRACT APPLICATION FORM

# **OWNER INFORMATION**

PROPERTY ADDRESS: 3118 West Mont Clair Street Los Ang	geles, CA 90018 (AKA "Montclair")	W. 4. 4. 4. 4. 4. 4. 4. 4. 4. 4. 4. 4. 4.	
OWNER(S) OF PROPERTY: David Raposa			
OWNER(S) MAILING ADDRESS: 2515 4th Avenue Los Angel	es, CA 90018		
HOME TELEPHONE: (323) 734-2001	WORK TELEPHONE:		
MOBILE TELEPHONE: (323) 573-4202	ALTERNATE TELEPHONE:		
OWNER(s) EMAIL: daveraposa@aol.com	ALTERNATE EMAIL: davidr@citylivingrealty.	.com	
PROPERTY INFORMATION	taum na malambambamba An samingang i sengi melambiliki pelabahan senengan melambah manggangangi d	g in operage, froderer rollbeved	Морко парадае и по точе се станова
Legal Description: TRACT: Arlington Fourth Avenue Tract #2	BLOCK: None Lot: 113 ARB: 3	<u>l</u>	<u> </u>
Assessor Identification Number (AIN): 5052 - 010	- 018 COUNCIL DISTRICT	NO.: 10	
PROPERTY PURCHASE DATE: 7/16/2015 MOST	RECENT ASSESSED VALUE: \$210,000.00		
OWNER OCCUPIED: © YES © NO USE: © SINGLE	E-FAMILY DWELLING C MULTI-FAMILY/ COMMER	cial/ Indi	USTRIAL
ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SU		YES	C 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	MENT?	( Yes	No
HISTORICAL SIGNIFICANCE	m, medichaminina nga Panda magamajana cang sahirin 180 M.	erena — a mare eran ("her"t bl. e Elett sald de E	P Walt 1 May 100 PF Model (ARC) of a
☐ HISTORIC-CULTURAL MONUMENT (HCM)			
HCM Number: HCM Name:			
● CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY Z	ONE (HPOZ)		
HPOZ NAME: Jefferson Park	HISTORIC PROPERTY NAME: Starr Dairy Barn/B	unkhouse	е
ORIGINAL CONSTRUCTION DATE: 1888 AF	снітест(s): <u>Jasper Newton Preston</u>		
ARCHITECTURAL STYLE: Victorian Vernacular (dairy farm bu	lding[s] includes original outhouse)		
I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DE PROPERTY CONTRACT.	SCRIBED ABOVE AND HEREBY APPLY FOR AN HI	STORICAL	L
Doma R Rapore 3/26/16			
OWNER SIGNATURE DATE	OWNER SIGNATURE	DA	TE
David R. Raposa			
PRINT NAME	PRINT NAME		

**EXHIBIT "A"** 

PROPERTY ADDRESS: 3318 Mont Clair Street		
Use this form to propose all preservation work necessary to remaintenance, restoration and replacement of historic features of new elements. Although modernization may be an import specifically capture the preservation work involved and not any apply to your property. Begin by listing recently completed pre to complete within the next ten years arranging in order of prior	on the property, <u>NOT modernization, remodels</u> cant part of your rehabilitation project, this for thing else. Copy this page as necessary to incluse servation work (if applicable) and continue with	, or construction orm is meant to ide all items that
■ Maintenance □ Rehabilitation/Restoration	<b>■</b> 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 paradounds) 40-yard dumpsters, and propert		cost of two
■ Maintenance □ Rehabilitation/Restoration  Building Feature: East wall of Bunkhouse	<b>■</b> Completed	☐ Proposed
Cost \$ 750 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2015
Description of work: Beehive removal		
■ Maintenance □ Rehabilitation/Restoration	<b>■</b> Completed	☐ Proposed
Building Feature: Roof, Bunkhouse		
Cost \$_1,200 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2015
Description of work: Stabilize/install new temporary s from further water intrusion dam		ct structure
☐ Maintenance ☐ Rehabilitation/Restoration	<b>⊟</b> Completed	☐ Proposed
Building Feature: Garage		
Cost \$3,800 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2016
Description of work: Sister frame walls, reframe roof, install new 30-year "cool roof" B		ing boards,

PROPERTY ADDRESS: 3318 Mont Clair Street			
Use this form to propose all preservation work necessary to re maintenance, restoration and replacement of historic features of new elements. Although modernization may be an import specifically capture the preservation work involved and not any apply to your property. Begin by listing recently completed presto complete within the next ten years arranging in order of prior	on the property, <u>NOT modernization, remodels,</u> ant part of your rehabilitation project, this fo thing else. Copy this page as necessary to incluservation work (if applicable) and continue with	or co rm is de all	onstruction meant to items that
☐ Maintenance ■ Rehabilitation/Restoration	<b>■</b> Completed		Proposed
Building Feature: Entire property			
Cost \$ (round to nearest dollar)	Contract Year of Proposed Work Completion:	20	16
Description of work: Architect's "As-built" drawings/pl	ans, including site plan and also curr	ent i	framing
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed		Proposed
Building Feature: Entire Bunkhouse (design)			
Cost \$ 1,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	20	16
Description of work:			
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed		Proposed
Building Feature: Garage  Cost \$ 2,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	20	16
Description of work: Paint garage in period-appropria Dairy Farmhouse	te color scheme, also reflecting adjac	ent	Starr
■ Maintenance □ Rehabilitation/Restoration	☐ Completed		Proposed
Building Feature: Tree			
Cost \$ 1,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	20 <sup>-</sup>	16
Description of work: Remove tree, which is intruding	into the structural elements of the Bu	nkh	ouse

# REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 3318 Mont Clair Street		water and Partie State Control of the Control of th		
Use this form to propose all preservation work necessary to remaintenance, restoration and replacement of historic features of new elements. Although modernization may be an import specifically capture the preservation work involved and not any apply to your property. Begin by listing recently completed presto complete within the next ten years arranging in order of priori	on the property, NOT modernization, remodels, ant part of your rehabilitation project, this fo thing else. Copy this page as necessary to includervation work (if applicable) and continue with	or construction rm is meant to de all items that		
☐ Maintenance ■ Rehabilitation/Restoration	☐ Completed	■ Proposed		
Building Feature: Entire Bunkhouse (structural	)			
Cost \$ 10,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2016		
	orical experience (Mel Green) to design redevising a plan to raise/level the house in walls, floor & ceiling joists, all sensitive to	order to		
☐ Maintenance ■ Rehabilitation/Restoration	☐ Completed	Proposed		
Building Feature: Foundation				
Cost \$ 30-40,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2017		
Description of work: Raise/level house and install fou	ndation per structural engineer's plar	ıs		
☐ Maintenance ■ Rehabilitation/Restoration	☐ Completed	Proposed		
Building Feature: Front porch				
Cost \$5,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2017		
Description of work: Remove concrete from porch (which is sloping toward house) and replace with porch that slopes away from the Bunkhouse				
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed	Proposed		
Building Feature: Framing				
Cost \$ 18-24,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2017		

Description of work: Entire house needs reframing -- some new stud walls to be installed, stabilization of original single-board

construction elsewhere; new window framing also required to change fixed windows to windows that open/shut. Materials cost unknown but plan to use some salvaged redwood studs; labor 3,000/week

PROPERTY ADDRESS: 3318 Mont Clair Street				
Use this form to propose all preservation work necessary to remaintenance, restoration and replacement of historic features of new elements. Although modernization may be an import specifically capture the preservation work involved and not any apply to your property. Begin by listing recently completed presto complete within the next ten years arranging in order of prior	on the property, <u>NOT modernization, remodels,</u> ant part of your rehabilitation project, this fo thing else. Copy this page as necessary to includervation work (if applicable) and continue with	or co rm is de all	onstruction meant to items that	
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed		Proposed	
Building Feature: Floor and ceiling joists				
Cost \$ 6,500 (round to nearest dollar)	Contract Year of Proposed Work Completion:	20	17	
Description of work: Replace all first floor joists; repa better support second-level floor		ster	joists to	
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed		Proposed	
Building Feature: Exterior				
Cost \$ 6,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	201	7	
Description of work: Mill replica (using extant) battens and Bunkhouse matches original (still extacarefully removed in sections at the sa	int on South Elevation) later clapboard s	of iding	to be	
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed		Proposed	
Building Feature: Staircase				
Cost \$ 7,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	201	7	
Description of work: Rebuild staircase per structural engineer's and architect's approved plans				
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed		Proposed	
Building Feature: Roof				
Cost \$ 20,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	201	7	
Description of work: Reframe roof/attic and install nev	v cool roof, Barkwood color			

PROPERTY ADDRESS: 3318 Mont Clair Street			
Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, inclumaintenance, restoration and replacement of historic features on the property, NOT modernization, remof new elements. Although modernization may be an important part of your rehabilitation project, specifically capture the preservation work involved and not anything else. Copy this page as necessary tapply to your property. Begin by listing recently completed preservation work (if applicable) and continut to complete within the next ten years arranging in order of priority.	models, this fo to includ	or co rm is de all	onstruction meant to items that
☐ Maintenance ☐ Rehabilitation/Restoration ☐ Comp	leted		Proposed
Cost \$\frac{10,000}{2000}\$ (round to nearest dollar) Contract Year of Proposed Work Comp  Description of work: Rewire entire house, including new 200 amp service panel	letion:	20	17
Description of work. I terms of the description of work.			
☐ Maintenance ☐ Rehabilitation/Restoration ☐ Comp  Building Feature: ☐ Comp	leted		Proposed
Cost \$ 1,000 (round to nearest dollar) Contract Year of Proposed Work Complete	letion:	201	17
Description of work:			
☐ Maintenance ☐ Rehabilitation/Restoration ☐ Composition	leted		Proposed
Cost \$ 10,000 (round to nearest dollar) Contract Year of Proposed Work Complete	letion:	20	17
Description of work: Replumb entire property; new copper water lines, new drain lines, repair p new gas lines; include original outhouse (potentially to be converted into la			
☐ Maintenance ☐ Rehabilitation/Restoration ☐ Comp	leted	8	Proposed
Cost \$ 3,500 (round to nearest dollar) Contract Year of Proposed Work Compl	letion:	201	17
Description of work: Install tankless water heater			

PROPERTY ADDRE	SS: 3318 Mont Clair Street			
maintenance, restor of new elements. A specifically capture t apply to your proper	ation and replacement of historic features o although modernization may be an importa the preservation work involved and not anyt	abilitate the property. In this plan, include all n the property, NOT modernization, remodels, nt part of your rehabilitation project, this for hing else. Copy this page as necessary to inclue ervation work (if applicable) and continue with ty.	or co orm is de all	onstruction meant to items that
☐ Maintenance	■ Rehabilitation/Restoration	☐ Completed	<u> </u>	Proposed
Building Feature:	nsulation			
		Contract Year of Proposed Work Completion:	201	7
Description of work	c Install insulation as feasible withi beadboard	n new stud walls before covering wit	th	
☐ Maintenance	Rehabilitation/Restoration	☐ Completed		Proposed
Building Feature:	nterior beadboard			
	(round to nearest dollar)	Contract Year of Proposed Work Completion:	201	7
Description of work	Restore any existing beadboard (insta be either salvaged period/vintage to m bedroom and kitchen spaces	lled in 1916) that is salvageable; "new" be atch OR milled to match; install in living ro	adbo	oard shall and likely
☐ Maintenance	Rehabilitation/Restoration	☐ Completed		Proposed
Building Feature: W	vood floors			
	(round to nearest dollar)	Contract Year of Proposed Work Completion:	20	18
Description of work	Mill and install replacement wood also a few boards upstairs	floors to match original, primarily fire		
☐ Maintenance	Rehabilitation/Restoration	☐ Completed		Proposed
Building Feature:	IVAC			
Cost \$_12,000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	20	18
Description of work	: Install two mini-split ductless syst	ems, one upstairs, one downstairs		

PROPERTY ADDRES	SS: 3318 Mont Clair Street			···-	
maintenance, restora of new elements. Al specifically capture that apply to your proper	pose all preservation work necessary to relation and replacement of historic features of though modernization may be an importine preservation work involved and not any ty. Begin by listing recently completed preservation years arranging in order of prior	on the property, <u>NOT modernization</u> ant part of your rehabilitation pr thing else. Copy this page as nece servation work (if applicable) and o	on, remodels, roject, this fo ssary to inclu	or co rm is de all	onstruction meant to items that
☐ Maintenance	Rehabilitation/Restoration		Completed	<b>=</b>	Proposed
Building Feature:	xterior Paint				
	(round to nearest dollar)	Contract Year of Proposed Work	Completion:	201	18
Description of work:	Paint house in historically approfeasible, layers of color to help of		_	lors	and, if
	■ Rehabilitation/Restoration		Completed		Proposed
Building Feature: D	oors				
	(round to nearest dollar)	Contract Year of Proposed Work	Completion:	201	18
Description of work:	Strip/restore original doors and r probable new pocket door for first		to match (	inclu	uding
	■ Rehabilitation/Restoration		Completed		Proposed
Building Feature: H	ardware				
	(round to nearest dollar)	Contract Year of Proposed Work	Completion:	201	8
	Most doors, windows and cabinets will ne hardware that matches extant hardware of match same				
☐ Maintenance	■ Rehabilitation/Restoration		Completed		Proposed
Building Feature:	athroom fixtures				
Cost \$ 5,000	(round to nearest dollar)	Contract Year of Proposed Work	Completion:	201	8
Description of work:	Purchase and install period appr	opriate bathroom fixtures			

PROPERTY ADDRESS: 3318 Mont Clair Street			
Use this form to propose all preservation work necessary to rehabit maintenance, restoration and replacement of historic features on the of new elements. Although modernization may be an important specifically capture the preservation work involved and not anythin apply to your property. Begin by listing recently completed preservation complete within the next ten years arranging in order of priority.	ne property, <u>NOT modernization, remodels,</u> part of your rehabilitation project, this fog else. Copy this page as necessary to include	or co rm is de all	meant to items that
☐ Maintenance ■ Rehabilitation/Restoration	☐ Completed	- T	Proposed
Building Feature: Landscape (planning)			
Cost \$ 2,000 (round to nearest dollar)	ontract Year of Proposed Work Completion:	201	18
Description of work: Engage professional to prepare a c	omprehensive landscape plan		
☐ Maintenance ■ Rehabilitation/Restoration  Building Feature: Surface finishes, interior	☐ Completed		Proposed
10 000	entract Year of Proposed Work Completion:	201	19
Description of work: Old beadboard to be stripped; new to match each other; floors to be fin		•	
☐ Maintenance	☐ Completed	9	Proposed
10 000	ntract Year of Proposed Work Completion:	202	20
Description of work: Grading, drainage, soil prep, install fencing (if needed)	hardscape, install irrigation systen	n, in:	stall
☐ Maintenance ■ Rehabilitation/Restoration	☐ Completed		Proposed
Building Feature: Kitchen			
10 000	entract Year of Proposed Work Completion:	202	20
Description of work:			

PROPERTY ADDRESS: 3318 Mont Clair Street			
Use this form to propose all preservation work necessary to remaintenance, restoration and replacement of historic features of new elements. Although modernization may be an impor specifically capture the preservation work involved and not an apply to your property. Begin by listing recently completed preto complete within the next ten years arranging in order of prior	on the property, <u>NOT modernization, remodels,</u> tant part of your rehabilitation project, this foything else. Copy this page as necessary to include servation work (if applicable) and continue with	or co rm is de all	onstruction meant to items that
☐ Maintenance ■ Rehabilitation/Restoration	☐ Completed		Proposed
Building Feature: Lighting			
Cost \$ 6,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	202	21
Description of work: Purchase and install period/perion	od appropriate lighting throughout		
☐ Maintenance ☐ Rehabilitation/Restoration  Building Feature: Landscaping (phase two)	☐ Completed		Proposed
Cost \$ 10,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	202	22
Description of work: Install landscape plantings, inclu	uding replacement front yard tree.		
■ Maintenance □ Rehabilitation/Restoration	☐ Completed		Proposed
Building Feature: Ongoing maintenance			
Cost \$ 3,000 per year (round to nearest dollar)	Contract Year of Proposed Work Completion:	202	2-2026
Description of work: Ongoing maintenance and repair LADBS	rs after receiving certificate of occupa	ncy	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.

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 AC	GREEMENT is made and entered into this day of	2016, by and
oetwee Nicholas	en the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as Higgins & Kristina Robbins (hereinafter referred to as	as the "City") and
PRINT	NAME OF EACH OWNER AS LISTED ON TITLE)	
	WITNESSETH:	
(i)	California Government Code Sections 50280, et seq. authorize cities to enter the owners of qualified historical properties to provide for the use, maintena of such historical properties so as to retain their characteristics as properties significance.	nce and restoration
(ii)	Owner possesses fee title in and to that certain real property, together with as and improvements thereon, commonly known as the COMPRIBUTING PROPERTY at the street address 1700 S Oxford Ave Los Angeles, California (hereinafter such property shall be referred to as the "Property"). A legal Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to the Property is attached hereto, marked as Exhibit "A", and is incorpor reference.	and located 90006, description of the ed to as the "Plan")

- (iii) On NA , NA : (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. NA pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. NA -NA ); or, (b) The Property was determined to be a Contributing Structure to the Harvard Heights Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.
- (iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

#### 1. Effective Date and Term of Agreement.

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

#### 2. Renewal.

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

#### 3. Standards for Historical Property.

During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:

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

- regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.
- c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

#### 4. Provision of Information of Compliance.

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

#### 5. Cancellation.

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

#### 6. Enforcement of Agreement.

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

are available to the City to pursue in the event that there is a breach of this Agreement. No waiver of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

#### 7. Binding Effect of Agreement.

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

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

#### 8. Notice.

Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto.

To City: Los Angeles Department of City Planning

200 North Spring Street, Room 559

Los Angeles, California 90012

Attn: Historical Property Contracts Manager

To Owner: Name Nicholas Higgins & Kristina Robbins

Address 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 Of	fficer	
Ву:		
Deputy	Date	
Ву:		
VINCENT P. BERTONI, AICP, Director of Planni	ng Date	
By:	MAM.	
•	Owner Signature*	
	Nicholas Higgins 5-17-16	
	Print Name Date	
Ву:	Bullen	
	Owner Signature*	
	Kristina Robbins 5-17-16	
	Print Name Date	
Ву:		
	Owner Signature*	
	Print Name Date	
APPROVED AS TO FORM	ROBIN WINDOM Commission # 2047389 Notary Public - California Los Angeles County My Comm. Expires Nov 25, 2017	
MICHAEL N. FEUER, City Attorney	BOW	

Deputy City Attorney, Office of the City Attorney

Date

<sup>\*</sup> 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 17, 2016 before me, ROBIN Windom, Notzry Public (insert name and title of the officer)
personally appeared <u>Nicholas tiagins</u> & <u>Kristina Robbins</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.  Commission # 2047389 Notary Public - California Los Angeles County My Comm. Expires Nov 25, 2017
Signature (Seal)

# HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION						
PROPERTY ADDRESS: 1700 S OXFORD AVE						
OWNER(S) OF PROPERTY: NICHOLAS HIGGINS	& KRISTINA F	ROBBINS	erranner.			
OWNER(S) MAILING ADDRESS: 1700 S OXFORE	O AVE, LA, CA	90006	utilization and the second		···	
HOME TELEPHONE: 323 643 4192		Work Telephor	VE:			
MOBILE TELEPHONE: 323 333 5075						
OWNER(S) EMAIL: kristrobb@prodigy.net					war n	
PROPERTY INFORMATION						
Legal Description: TRACT: HARVARD HEIGHTS	5	BLOCK: K	10T: 18	ΔRR·		
Assessor Identification Number (AIN): 5074						
PROPERTY PURCHASE DATE: JANUARY 1 2014					<u>                                   </u>	
OWNER OCCUPIED: YES NO		E-FAMILY DWELLING			n / Indite.	TRIAI
ADDRESSES FOR ALL OTHER PROPERTY OWNED W				•	LJ NEDOS	111111
SEPARATE SHEET OF PAPER, LABELED "ATTACHM					YES (	⊗ NA
TAXES ON ALL PROPERTY OWNED WITHIN THE C	ITY OF LOS AN	GELES ARE PAID TO	DATE?		YES	• No
ARE THERE ANY OUTSTANDING ORDERS TO COMBUILDING AND SAFETY OR THE LOS ANGELES HO			ARTMENT OF		YES	<b>⊚</b> No
HISTORICAL SIGNIFICANCE						
HISTORIC-CULTURAL MONUMENT (HCM)						
HCM NUMBER: HCM NAME:		Andrew Company				
CONTRIBUTOR TO A HISTORIC PRESERVATI	on Overlay Z	ONE (HPOZ)				
HPOZ NAME: Harvard Heights		HISTORIC PROPERTY	/ NAME:			
ORIGINAL CONSTRUCTION DATE: 1908	A	RCHITECT(S): FRAN	IK TYLER			
ARCHITECTURAL STYLE: CRAFTSMAN						
Land fille and the appropriate accurated as the				ne man no licema	5 m./6 f. i	
I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY CONTRACT!	: PROPERTY DI				JRICAL	
MINOW	2/24/16	Kristin	ra Robbín	\$	2/24/	/16
Owner Signature	DATE	OWNER SIGNATU	RE		DATE	
NICHOLAS HIGGINS		KRISTINA ROBB				
PRINT NAME		PRINT NAME				

EXHIBIT "A"

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, 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.

☐ Maintenance ☐ Rehabilitation/Restoration	■ Completed	☐ Proposed
Building Feature: Foundation		
Cost \$30,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2014
Description of work: Full replacement of brick foundate	ion with poured cement	
☐ Maintenance ☐ Rehabilitation/Restoration	■ Completed	☐ Proposed
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 tube lighting elements	e wiring and installation of new outle	ts and
☐ Maintenance ■ Rehabilitation/Restoration	■ Completed	☐ Proposed
☐ Maintenance		☐ Proposed
····· , ·····		Proposed
Building Feature: 2nd Floor Bathroom rem	Odel  Contract Year of Proposed Work Completion:	2014
Building Feature: 2nd Floor Bathroom rem  Cost \$ 10,000 (round to nearest dollar)  Description of work: Replaced floor, replaced bathtub, fixtures, upgraded plumbing	Odel  Contract Year of Proposed Work Completion:	2014
Building Feature: 2nd Floor Bathroom rem  Cost \$ 10,000 (round to nearest dollar)  Description of work: Replaced floor, replaced bathtub, fixtures, upgraded plumbing	Odel  Contract Year of Proposed Work Completion: sink, and toilet with vintage and rep	2014 roduction
Building Feature: 2nd Floor Bathroom rem  Cost \$ 10,000 (round to nearest dollar)  Description of work: Replaced floor, replaced bathtub, fixtures, upgraded plumbing	Odel  Contract Year of Proposed Work Completion: sink, and toilet with vintage and rep	2014 roduction
Building Feature: 2nd Floor Bathroom rem  Cost \$ 10,000 (round to nearest dollar)  Description of work: Replaced floor, replaced bathtub, fixtures, upgraded plumbing  Maintenance Rehabilitation/Restoration  Building Feature: Garage Door	Contract Year of Proposed Work Completion: sink, and toilet with vintage and rep  Completed  Contract Year of Proposed Work Completion:	2014 roduction

# 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, 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.

☐ Maintenance	■ Rehabilitation/Restoration	■ Completed	☐ Proposed
Building Feature: D	en Wall	·	·
Cost \$ 2,000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2014
Description of work:	Reconstructed den wall to origina closet	al condition with wood panel in place	e of installed
	Rehabilitation/Restoration	<b>■</b> Completed	☐ Proposed
Building Feature: R	loof		
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:	· ·		
Building Feature: H	ouse Exterior	Contract Year of Proposed Work Completion:	2015
Cost \$ 11,000	ouse Exterior	, , , , , , , , , , , , , , , , , , ,	2015
Cost \$ 11,000  Description of work:	Ouse Exterior  (round to nearest dollar)  Painted all exterior walls and wind	dow frames	2015
Cost \$ 11,000  Description of work:	ouse Exterior  (round to nearest dollar)  Painted all exterior walls and wind  Rehabilitation/Restoration	, , , , , , , , , , , , , , , , , , ,	2015
Cost \$ 11,000  Description of work:	ouse Exterior  (round to nearest dollar)  Painted all exterior walls and wind  Rehabilitation/Restoration	dow frames	2015
Description of work:  Maintenance Building Feature: Cost \$4,000	Ouse Exterior  (round to nearest dollar)  Painted all exterior walls and wind  Rehabilitation/Restoration  andscape  (round to nearest dollar)	dow frames	2015  Proposed  2017

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☐ 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 p	plan and execute backyard design
☐ Maintenance ■ Rehabilitation/Restoration	☐ Completed 🖼 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	and between the dining room and living room
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed 🖼 Proposed
Building Feature: Kitchen Windows	<u> </u>
Cost \$ 1,000 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2020
Description of work: Restore metal installed windows	with historically appropriate equivalent
☐ Maintenance ■ Rehabilitation/Restoration	🗆 Completed 🖼 Proposed
Building Feature: Chimney	
Cost \$ 20,000 (round to nearest dollar)	Contract Year of Proposed Work Completion: 2021
Description of work: Engage chimney engineer and r initial general inspections	replace chimney as per recommendations in

HISTORICAL PROPERTY CONTRACT APPLICATION

Ехнівіт "А"

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

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■ Maintenance □ 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		
☐ 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  Building Feature: Floors	☐ Completed	Proposed
Cost \$ 10,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2024
Description of work: Refinish wood floors througout the	ne entire house	
☐ Maintenance ☐ Rehabilitation/Restoration  Building Feature: Fireplace	☐ Completed	Proposed
Cost \$ 5000 (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

Ехнівіт "А"

# 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, 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.

■ Maintenance □ Rehabilitation/Restoration	☐ Completed	Proposed				
Building Feature: Front porch						
2000						
Description of work: Restore wood floor and wood ceiling in front porch area						
■ Maintenance □ 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	restoration plan for brick columns					
☐ 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:						
		<del></del>				

HISTORICAL PROPERTY CONTRACT APPLICATION REVISED MARCH 2016

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"

HISTORICAL PROPERTY CONTRACT APPLICATION REVISED MARCH 2016 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 AG	GREEMENT is made and entered into this day of	2016, by and
oetwee	en the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the CSPRING STREET, L.P., a Delaware limited partnership (hereinafter referred to as the "	he "City") and
	NAME OF EACH OWNER AS LISTED ON TITLE)	
	WITNESSETH:	
(i)	California Government Code Sections 50280, et seq. authorize cities to enter into the owners of qualified historical properties to provide for the use, maintenance at of such historical properties so as to retain their characteristics as properties significance.	nd restoration
(ii)	Owner possesses fee title in and to that certain real property, together with associa and improvements thereon, commonly known as the <a href="Title Insurance &amp; Trust Co">Title Insurance &amp; Trust Co</a> at the street address <a href="433 S. Spring Street">433 S. Spring Street</a> , Los Angeles, California <a href="90013">90013</a>	
	(hereinafter such property shall be referred to as the "Property"). A legal descriptor and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to for the Property is attached hereto, marked as <b>Exhibit "A"</b> , and is incorporated reference.	as the "Plan")

- (iii) On August 5 : (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 to be а to the NA Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.
- (iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

#### 1. Effective Date and Term of Agreement.

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

#### 2. Renewal.

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

#### 3. Standards for Historical Property.

During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:

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

- regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.
- c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

#### 4. Provision of Information of Compliance.

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

#### 5. Cancellation.

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

#### 6. Enforcement of Agreement.

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

are available to the City to pursue in the event that there is a breach of this Agreement. No waiver of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

#### 7. Binding Effect of Agreement.

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

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

#### 8. Notice.

Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto.

To City: Los Angeles Department of City Planning

200 North Spring Street, Room 559

Los Angeles, California 90012

Attn: Historical Property Contracts Manager

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

To Owner: Name

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

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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:

		THE MANUFACTURE TO THE TAX TO THE	
Deputy			Date
VINCENT P. BERTONI, AICP, Director	of Plann	ning LORE LAC SPRING STREET, LP	Date
		BY: LORE LAC SPRING STREE	T GP, LLC
	Ву:	XM	
		Owner Signature*	
		TOTH W. CHONCH Print Name	, VICE PRESII
		Print Name	Date
	Ву:		
		Owner Signature*	
		Print Name	Date
		rinit maine	Date
	Ву:	Owner Signature*	
		Owner Signature	
		Print Name	Date
ROVED AS TO FORM			
HAEL N. FEUER, City Attorney			

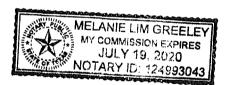
the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

# 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 **29<sup>th</sup>** day of **July**, 2016.



Notary Public Signature

# HISTORICAL PROPERTY CONTRACT APPLICATION FORM

## **OWNER INFORMATION**

PROPERTY ADDRESS: 433 South Spring Stre	et (Currently un	der Mills Act, new c	wner)		
OWNER(S) OF PROPERTY: LORE LAC SPRING	3 STREET, L.P., a	Delaware limited pa	artnership		
OWNER(s) MAILING ADDRESS: Rising Realty	y Partners, 523 W	lest 6th Street, Suit	e 600, Los Ange	eles, CA 90014	
HOME TELEPHONE:		Work Telephone	::		
MOBILE TELEPHONE: (213) 595-1311	ALTERNATE TELEPH	HONE: (213) 55	50-4887		
OWNER(s) EMAIL: rachel.lee@risingrp.com	n	ALTERNATE EMAIL	: <u>rachel.lee@r</u>	isingrp.com	
PROPERTY INFORMATION		and the area of the control of the c		and the second section of the second	
Legal Description: TRACT: T.I. AND T. CO. F	PROPERTY	BLOCK: NONE	Lот: <u>А</u>	ARB: None	
Assessor Identification Number (AIN): 51	49 - 024	- 026	Counc	IL DISTRICT NO.: 14	
PROPERTY PURCHASE DATE: 6/9/2016	Most	RECENT ASSESSED V	ALUE: \$22,029,	130.00	
OWNER OCCUPIED: © YES • NO	USE: CSINGLE	E-FAMILY DWELLING	MULTI-FAMII	LY/ COMMERCIAL/ IND	USTRIAL
ADDRESSES FOR ALL OTHER PROPERTY OWNE SEPARATE SHEET OF PAPER, LABELED "ATTACK				C Yes	<b>€</b> NA
TAXES ON ALL PROPERTY OWNED WITHIN THE	E CITY OF LOS ANG	SELES ARE PAID TO DA	ATE?	• Yes	⊜ No
ARE THERE ANY OUTSTANDING ORDERS TO C BUILDING AND SAFETY OR THE LOS ANGELES			RTMENT OF	<u>C</u> YES	<ul><li>No</li></ul>
HISTORICAL SIGNIFICANCE	juusis ken luonin talgi, londa Nesakken tas Nestakkentalain	nne, between dit beer de gewonne in neede de weere dit en entreberre	nahibbas an 1964 na maranar as bus as will be ben an	ikuk ke ji zan khitifi hiri disi herasarik Meskasari hiri kiri ke naka dike	an in elektra an ekspe
HISTORIC-CULTURAL MONUMENT (HCM	<b>√</b> 1)				
HCM Number: 385 HCM Nam	E: Title Insuranc	e and Trust Compa	ny Building		
CONTRIBUTOR TO A HISTORIC PRESERV	ATION OVERLAY Z	ONE (HPOZ)			
HPOZ NAME:		HISTORIC PROPERTY I	NAME:		
ORIGINAL CONSTRUCTION DATE: 1928	Ar	RCHITECT(S): <u>John a</u>	nd Donald Park	inson	
ARCHITECTURAL STYLE: Art Deco			***************************************		
I AM (WE ARE) THE PRESENT OWNER(S) OF PROPERTY CONTRACT.	THE PROPERTY DE	SCRIBED ABOVE AND	) HEREBY APPLY	FOR AN HISTORICA	L
OWNER SIGNATURE	DATE	OWNER SIGNATURI	E	D	ATE
Mandub. WHOTE					
PRINT NAME		PRINT NAME			

EXHIBIT "A"

PROPERTY ADDRESS: 433 Spring Street	***************************************
Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all maintenance, restoration and replacement of historic features on the property, NOT modernization, remodels of new elements. Although modernization may be an important part of your rehabilitation project, this for specifically capture the preservation work involved and not anything else. Copy this page as necessary to incluapply to your property. Begin by listing recently completed preservation work (if applicable) and continue with to complete within the next ten years arranging in order of priority.	s, or construction orm is meant to ade all items that
☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed	■ Proposed
Building Feature: Comprehensive systems upgrades, including mechanical, electrical, ar	nd plumbing
Cost \$ 13,100,000 (round to nearest dollar) Contract Year of Proposed Work Completion:	
Description of work: Selective demolition; hazardous materials removal; installation of new electrical, and plumbing systems; retain and preserve historic features	
☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed	■ Proposed
Building Feature: Seismic retrofit of all floors	
Cost \$ 6,600,000 (round to nearest dollar) Contract Year of Proposed Work Completion:	2018
Description of work: Add structural components, avoiding visual and material impact to hi features when possible.	storic
☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed	■ Proposed
Building Feature: Rehabilitate existing office, retail, and common areas, such as elevators a	and corridors
Cost \$ 6,200,000 (round to nearest dollar) Contract Year of Proposed Work Completion:	
Description of work: Retain and preserve extant historic features; new work in previously altered spaces wincontemporary and compatible. Rehabilitation of historic lobby and entrace vestibule, in cleaning and repair of historic finishes.	
☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed	■ 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
Description of work: Retain and preserve historic features; clean, repair, and reconstruct (as needed) historic features; cl	ric finishes, in previously

PROPERTY ADDRESS: 433 Spring Street		
Use this form to propose all preservation work necessary to remaintenance, restoration and replacement of historic features of new elements. Although modernization may be an import specifically capture the preservation work involved and not any apply to your property. Begin by listing recently completed pre to complete within the next ten years arranging in order of prior	on the property, <u>NOT modernization, remodels,</u> ant part of your rehabilitation project, this for thing else. Copy this page as necessary to incluc servation work (if applicable) and continue with	or construction rm is meant to de all items that
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed	■ Proposed
Building Feature: Exterior terra cotta, windo	w, & fire escape conservation	on
Cost \$2,400,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2018
Description of work: Hazardous materials removal; re exterior finishes; repair and clea	epair and cleaning of terra cotta and g ning of existing windows and fire esca	
☐ 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:	APPLIES AND APPLIE	
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

	A WORTEN AL CORT ORATION, 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.)	
betwee	GREEMENT is made and entered into this day of	o as the "City") and
	WITNESSETH:	
(i)	California Government Code Sections 50280, et seq. authorize cities to enter the owners of qualified historical properties to provide for the use, maintena of such historical properties so as to retain their characteristics as pro	ance and restoration
	significance.	•

(iii)	On	·	August 4		<u>5</u> : (	a) the	e City	Council	of the	City o	f Los	Ang	eles
	declared th	ne Prope	rty Historic-Cultu	ıral Mo	nume	nt No.	1094	pursi	uant to	Sectio	n 22.1	71.1	.0 of
	the Los Ar	ngeles A	dministrative Co	de (0	Counci	File	No	15	_ 066	5	); or,	(b)	The
	Property	was	determined	to	be	a	Cor	ntributing	Sti	ructure	to	)	the
		N/A		Hist	oric P	reserv	ation	Overlay	Zone	pursua	nt to	Sec	tion
	12.20.3 of	the Los A	ngeles Municipa	l 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: 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.

ST: HOLLY WOLCOTT, City Cle	rk/Executive (	Officer	
Deputy			Date
VINCENT P. BERTONI, AICP, Di	rector of Plann	ning	Date
	By:	Belden & Russ	ell
		Owner Signature*	
		Billy J. Russell	5-27
		Print Name	Date
	Ву:	thath & Kress	eell
		Owner Signature*	_
		Ruth E. Russell	5-27-
		Print Name	Date
	Ву:		
		Owner Signature*	
		Print Name	Date
OVED AS TO FORM AEL N. FEUER, City Attorney			

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

#### 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 OS ANGECS;

On 5/27/16 before me, ANUSHA SPRAM, NOTARY PUBLE

Date

Personally appeared BILLY T. RUSSELL and RUTH E. RUSSELL 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. ANUSHA SRIRAM WITNESS my hand and official seal. Commission # 2063793 Notary Public - California Los Angeles County My Comm. Expires Apr 7, 2018 Place Notary Seal Above - OPTIONAL -Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document. Description of Attached Document

Title or Type of Document: Historical peoplety Contract Document Date: 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 Representing:

## HISTORICAL PROPERTY CONTRACT APPLICATION FORM

# **OWNER INFORMATION** PROPERTY ADDRESS: 5863 W. Tuxedo Terrace, Hollywood, CA 90068 OWNER(s) OF PROPERTY: Billy J. and Ruth E. Russell OWNER(s) MAILING ADDRESS: 5863 W. Tuxedo Terrace, Hollywood, CA 90068 HOME TELEPHONE: (310) 709-2415 WORK TELEPHONE: \_\_\_\_\_ MOBILE TELEPHONE: (310) 709-2415 ALTERNATE TELEPHONE: PROPERTY INFORMATION Legal Description: Tract: Tract No. 4366 & T1S, R14W BLOCK: N/A & Sec 2 Lot: 13, ptn NE½ ARB: \_\_\_\_\_2 Assessor Identification Number (AIN): 5580 - 023 - 034 Council District no.: 4 PROPERTY PURCHASE DATE: 7/28/2009 MOST RECENT ASSESSED VALUE: \$923,661.00 OWNER OCCUPIED: YES 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? No 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 YES No BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPARTMENT? HISTORICAL SIGNIFICANCE HISTORIC-CULTURAL MONUMENT (HCM) HCM NUMBER: 1094 HCM NAME: Gillespie House 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 DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL Russell 2-22-2016 Kith E. Russell 2-22-2016 OWNER SIGNATURE DATE OWNER SIGNATURE DATE Billy J. Russell Ruth E. Russell PRINT NAME PRINT NAME

# REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS:	5863 Tuxedo Terrac	e, Hollywood, CA 90068	777 S 500 M S 677 S 644 A
maintenance, restoration ar of new elements. Although specifically capture the pres apply to your property. Beg	nd replacement of historic features n modernization may be an impor servation work involved and not any	chabilitate the property. In this plan, include all on the property, NOT modernization, remodels, tant part of your rehabilitation project, this for ything else. Copy this page as necessary to include servation work (if applicable) and continue with rity.	or construction rm is meant to de all items that
☐ Maintenance 🗏 Re	habilitation/Restoration	■ Completed	☐ Proposed
Building Feature: Front	wall, walkways and	stairs.	
		Contract Year of Proposed Work Completion:	2015
		eset exterior stairs and walkways. Fro Nick Jagger was at house with L'Wrer	
☐ Maintenance ☐ Re	habilitation/Restoration	<b>⊟</b> Completed	☐ Proposed
Building Feature: Iron r	ailing in living room.		
Cost \$ 1,000.00	_ (round to nearest dollar)	Contract Year of Proposed Work Completion:	2015
Description of work: Rep	licate original fireplace surro	ound per historic photo of living room.	
□ Maintenance ■ Rel Building Feature: Fish	habilitation/Restoration	<b>■</b> Completed	☐ Proposed
Cost \$ 10,000.00	_ (round to nearest dollar)	Contract Year of Proposed Work Completion:	2015
Description of work: Rest	ore original pond that had b	een buried under patio for many year	S.
	habilitation/Restoration  dation	<b>■</b> Completed	☐ Proposed
Cost \$ 15,000.00	_ (round to nearest dollar)	Contract Year of Proposed Work Completion:	2016
Description of work: Rep	air and bolt foundation.		

# REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS:	5863 Tuxedo Terrace,	Hollywood, CA	90068
-------------------	----------------------	---------------	-------

☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed	■ Proposed
Building Feature: HVAC		
Cost \$ 12,000.00 (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 \$4,000.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2017
Description of work: Re-point chimney and replace he	earth bricks.	
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed	■ Proposed
•	☐ Completed	■ Proposed
☐ Maintenance ☐ Rehabilitation/Restoration  Building Feature: Roof  Cost \$ 35,000.00 (round to nearest dollar)		
Building Feature: Roof	Contract Year of Proposed Work Completion:	
Building Feature: Roof  Cost \$ 35,000.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	
Building Feature: Roof  Cost \$35,000.00 (round to nearest dollar)  Description of work: Replace composite roof with wood  Maintenance Rehabilitation/Restoration	Contract Year of Proposed Work Completion:	
Building Feature: Roof  Cost \$35,000.00 (round to nearest dollar)  Description of work: Replace composite roof with wood  Maintenance Rehabilitation/Restoration	Contract Year of Proposed Work Completion: od roof like the original was.	2018
Building Feature: Roof  Cost \$35,000.00 (round to nearest dollar)  Description of work: Replace composite roof with woo	Contract Year of Proposed Work Completion:  od roof like the original was.   ☐ Completed	2018
Building Feature: Roof  Cost \$35,000.00 (round to nearest dollar)  Description of work: Replace composite roof with wood  Maintenance Rehabilitation/Restoration  Building Feature: Front wall	Contract Year of Proposed Work Completion:  od roof like the original was.   Completed  Contract Year of Proposed Work Completion:	2018  Proposed

# REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS:	5863 Tuxedo Terrace	e, Hollywood, CA	90068	<del></del>	
maintenance, restoration ar of new elements. Although specifically capture the pres apply to your property. Beg	I preservation work necessary to rehald replacement of historic features of modernization may be an importate vervation work involved and not anythin by listing recently completed presten years arranging in order of priori	n the property, NOT moderniza int part of your rehabilitation hing else. Copy this page as nec ervation work (if applicable) and	tion, remodels project, this fo essary to inclu	, or co orm is de all	onstruction meant to items that
	nabilitation/Restoration		] Completed	8	Proposed
Building Feature: Lands	scape				
	_ (round to nearest dollar)	Contract Year of Proposed Wor	k Completion:	20	20
Description of work: Insta	all new landscape to replace	that which has been lost			
☐ Maintenance ☐ Ref Building Feature: Kitche	nabilitation/Restoration		l Completed		Proposed
	_ (round to nearest dollar)	Contract Year of Proposed Wor	k Completion:	20	22
Description of work: Rest	ore kitchen cabinets and sto	ve.			
	nabilitation/Restoration	L	] Completed		Proposed
Building Feature: Upsta	airs bathroom				
Cost \$ 10,000.00		Contract Year of Proposed Wor	k Completion:	20	23
Description of work: Rest	ore upstairs bathroom.				
	nabilitation/Restoration		l Completed		Proposed
Building Feature: Hardy	wood floors				
Cost \$ 30,000.00	(round to nearest dollar)	Contract Year of Proposed Wor	k Completion:	20	26
Description of work: Repl	ace 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

	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.)	•
THIS AG	GREEMENT is made and entered into this day of	2016, by and
	n the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to a hampson and Carol Hampson (hereinafter referred to a	o as the "City") and
(PRINT	NAME OF EACH OWNER AS LISTED ON TITLE)	•
	WITNESSETH:	
(i)	California Government Code Sections 50280, et seq. authorize cities to ente the owners of qualified historical properties to provide for the use, maintent of such historical properties so as to retain their characteristics as prosignificance.	ance and restoration
(ii)	Owner possesses fee title in and to that certain real property, together with a and improvements thereon, commonly known as the Contributing Property at the street address 1847 Virginia Road , Los Angeles, California	and located
	(hereinafter such property shall be referred to as the "Property"). A legal Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter refer for the Property is attached hereto, marked as <b>Exhibit</b> "A", and is incorporeference.	red to as the "Plan")

- On N/A N/A : (a) the City Council of the City of Los Angeles (iii) 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 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 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: Same Gregory A. Hampson and Carol Hampson

Address 1847 Virginia Road

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.

Deputy			Dat
VINCENT P. BERTONI, AICP, D	irector of Plann	ing	Dat
	Ву:	Owner Signature*	5/3/11/2
		Gregory A. Hamp	son
		Print Name	Da
	Ву:		
	Dy.	Owner Signature*	
		Carol Hampson	5/31/
		Print Name	Da
	Ву:		helded Apparella Signing
		Owner Signature*	
		Print Name	Da
OVED AS TO FORM AEL N. FEUER, City Attorney			

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.

	XXxXXxXXxXXxXXxXXxXXxXXxXXxXXxXXxXXxXXx
	cate verifies only the identity of the individual who signed the the truthfulness, accuracy, or validity of that document.
State of California )	
County of 105 Angries )	
On May 31, 2016 before me, John before me, Joh	mifor Ingran Rissier, Notary Public Here Insert Name and Title of the Officer DSDN and Carol Hampsom Name(s) of Signer(s)
subscribed to the within instrument and acknow	y evidence to be the person(s) whose name(s) is/are vledged to me that he/she/they executed the same in his/her/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.
	WITNESS my hand and official seal.
JENNIFER INGRAM RISSIER Commission # 2059528 Notary Public - California Los Angeles County My Comm. Expires Mar 1, 2018  Place Notary Seal Above	Signature of Notary Public
	PTIONAL ————————————————————————————————————
, , ,	s information can deter alteration of the document or is form to an unintended document.
Description of Attached Document	
Title or Type of Document:	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	☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General
	☐ Individual ☐ Attorney in Fact
<ul><li>☐ Individual</li><li>☐ Attorney in Fact</li><li>☐ Trustee</li><li>☐ Guardian or Conservator</li></ul>	☐ Trustee ☐ Guardian or Conservator
Other:	Other:
Signer Is Representing:	Signer Is Representing:

# HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION						
PROPERTY ADDRESS: 1847 Virginia Road, Lo	s Angeles, CA 9	0019				
OWNER(S) OF PROPERTY: Greg and Carol Ha	mpson			<del>-</del>		
OWNER(s) MAILING ADDRESS: 1847 Virginia	Road, Los Ange	eles, CA 90019				
HOME TELEPHONE: (323) 733-1888		WORK TELEPHONE	: <u>(323) 533-89</u>	99		
MOBILE TELEPHONE: (323) 533-8999		ALTERNATE TELEPH	ONE: <u>(310) 56</u>	9-4006		
OWNER(s) EMAIL: stilltheblank@gmail.com		ALTERNATE EMAIL:	hambonepdr	@gmail.co	m	
PROPERTY INFORMATION						
Legal Description: TRACT: 2182/La Fayette S	Square	Вьоск: 8	Lот: <u>17</u>	ARB: _		
Assessor Identification Number (AIN): 507	<u>1</u> - <u>007</u>	- 069	_ Counc	IL DISTRICT	No.: <u>10</u>	
PROPERTY PURCHASE DATE: 7/2/2012	Моѕт	RECENT ASSESSED VA	LUE: \$835,748	3.00	<del></del>	
OWNER OCCUPIED:	USE: © SINGL	e-Family Dwelling	C MULTI-FAMIL	.y/ Commer	.cial/ indi	JSTRIAL
ADDRESSES FOR ALL OTHER PROPERTY OWNED SEPARATE SHEET OF PAPER, LABELED "ATTACH!					C. YES	€ NA
TAXES ON ALL PROPERTY OWNED WITHIN THE	CITY OF LOS ANG	SELES ARE PAID TO DA	TE?		( YES	← No
ARE THERE ANY OUTSTANDING ORDERS TO CO BUILDING AND SAFETY OR THE LOS ANGELES H			TMENT OF		C YES	€ No
HISTORICAL SIGNIFICANCE						
HISTORIC-CULTURAL MONUMENT (HCM)	)					
HCM NUMBER: HCM NAME:		7			<del></del>	
CONTRIBUTOR TO A HISTORIC PRESERVATION	TION OVERLAY Z	ONE (HPOZ)				
HPOZ NAME: Lafayette Square		HISTORIC PROPERTY N	AME: <u>1847 Vir</u>	ginia Road		
ORIGINAL CONSTRUCTION DATE: 1924	Ai	RCHITECT(S): <u>E. H. М</u> е	errill			
ARCHITECTURAL STYLE: Spanish Colonial Rev	rival					
I AM (WE ARE) THE PRESENT OWNER(S) OF TH	IE PROPERTY DE	SCRIBED ABOVE AND	HEREBY APPLY	FOR AN HIS	STORICAL	
Carol Hampson Digitally sprice by Carol Hampson On DN: cn Carol Hampson, o, ou.	2/29/16	Greg Hamps	Digitally signed by G DN: cn=Group mpa emailsbambonepdd	ireg Hempon an, o, ou Remail com, calls	2/2	9/16
Date: 2016.02.29 20:30:06 -08'00' OWNER SIGNATURE	DATE	OWNER SIGNATURE	Date: 2016.02.19 20	:31:26 -08'00'	Da <sup>-</sup>	ΓΕ
Carol Hampson		Greg Hampson				
PRINT NAME		PRINT NAME				

EXHIBIT "A"

PROPERTY ADDRESS: 1847 Virginia Road, Los Angeles, CA 90019	PROPERTY ADDRESS:	1847	Virginia	Road,	Los	Angeles,	CA	9001	19
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☐ Maintenance ☐ Re	habilitation/Restoration	■ Completed	☐ Proposed
Building Feature: Indoo	or Fountain		
Cost \$ 7,400	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2014
	tore and Repair original wor essional consultation for res	king fountain, including original tile. toration of tile.	Engaged
	habilitation/Restoration	<b>■</b> Completed	☐ Proposed
Building Feature: Foun	tain Room Floors and	l Walls	
9.400	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2014
•	nove carpet and paint from c s. Stain concrete floor.	oncrete floor and iron doors, repair a	nd paint
	habilitation/Restoration	<b>■</b> Completed	☐ Proposed
		■ Completed	☐ Proposed
Building Feature: Foun	habilitation/Restoration tain Room Windows(round to nearest dollar)		Proposed
Building Feature: Foun  Cost \$4,000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	
Building Feature: Foun  Cost \$4,000	tain Room Windows	Contract Year of Proposed Work Completion:	
Building Feature: Foun  Cost \$4,000  Description of work: Rem	tain Room Windows  _ (round to nearest dollar)  love 4 vinyl windows and replaced the state of t	Contract Year of Proposed Work Completion:	
Building Feature: Foun  Cost \$4,000  Description of work: Rem	tain Room Windows  _ (round to nearest dollar)  love 4 vinyl windows and replaced the state of t	Contract Year of Proposed Work Completion:  Dlace with wood windows.	2014
Building Feature: Foun  Cost \$4,000  Description of work: Rem	tain Room Windows  _ (round to nearest dollar)  love 4 vinyl windows and replaced the state of t	Contract Year of Proposed Work Completion:  Dlace with wood windows.	2014  □ Proposed

<sub>PROPERTY ADDRESS:</sub> 1847 Virginia Road, L	_os Angeles,	CA 90019
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☐ Maintenance	Rehabilitation/Restoration		Completed		Proposed
Building Feature:	Master Bedroom and Close	et			
Cost \$ 5,000	(round to nearest dollar)		Completion:	201	14
Description of work	c: Remove 6 Vinyl Windows and Re	eplace with Wood Windows	S		
☐ Maintenance	Rehabilitation/Restoration		Completed		Proposed
Building Feature:	Master Bedroom				
Cost \$4,975	(round to nearest dollar)	Contract Year of Proposed Work (	Completion:	201	4
Description of work	Restore termite damaged framev ceiling. Custom mill original doug				-
☐ Maintenance	Rehabilitation/Restoration		Completed		Proposed
Building Feature:	Master Bedroom				
<sub>Cost</sub> \$6,475	(round to nearest dollar)	Contract Year of Proposed Work (	Completion:	201	4
Description of work	Strip and Stain Original Wood Mo Ceiling.	oulding/Doors/baseboards.	Remove	"Рор	corn"
☐ Maintenance	■ Rehabilitation/Restoration		Completed		Proposed
Building Feature:	Master Bedroom				
Cost \$ 1,000	(round to nearest dollar)	Contract Year of Proposed Work (	Completion:	201	4
Description of work	:: Restore 4 original wall sconce fix	tures			

PROPERTY ADDRESS:	1847	Virginia	Road,	Los Ange	eles, CA	90019

Maintenance	Rehabilitation/Restoration	<b>⊟</b> Com	npleted	☐ Proposed
Building Feature:	Front Bedroom			
Cost \$ 5,700	(round to nearest dollar)	Contract Year of Proposed Work Com	pletion:	2014
Description of work	c: Strip/Stain Wood original wood r Refinish/Repair original wood flo		coat pla	aster.
☐ Maintenance	☐ Rehabilitation/Restoration	<b>■</b> Com	pleted	☐ Proposed
Building Feature:	Front Bedroom Closet			
Cost \$ 5,000	(round to nearest dollar)	Contract Year of Proposed Work Com	pletion:	2014
Description of work	c: Restore original wood built in. Re window	eplace aluminum window with	custom	built wood
☐ Maintenance	☐ Rehabilitation/Restoration	<b>⊟</b> Com	pleted	☐ Proposed
Building Feature:	Back Bedroom			
Cost \$ 1,000	(round to nearest dollar)	Contract Year of Proposed Work Com	pletion:	2014
Description of work	Restore electrical to original scor	nce placement.		
☐ Maintenance	Rehabilitation/Restoration	<b>■</b> Com	pleted	☐ Proposed
Building Feature:	Back Bedroom			
Cost \$ 3,500	(round to nearest dollar)	Contract Year of Proposed Work Com	pletion: _	2014
Description of work	s: Strip/Stain original wood mouldir wood floors.	ng/doors/baseboards. Refinish	n/Resto	re original

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

	ehabilitation/Restoration	■ Completed	☐ Proposed
Building Feature: Gara	age		
Cost \$ 2,500		Contract Year of Proposed Work Completion	2014
Description of work: Add	d drains to front of garage and	d grass side to move water away fro	m structure
	ehabilitation/Restoration	<b>■</b> Completed	☐ Proposed
Building Feature: Heat	ter at bottom of stairs		
22 000	(round to nearest dollar)	Contract Year of Proposed Work Completion	2014
Description of work: Rel	move broken heater and repla	ace with 2 updated HVAC units	
	ehabilitation/Restoration	<b>■</b> Completed	☐ Proposed
	•	<b>■</b> Completed	☐ Proposed
□ Maintenance ■ R Building Feature: Stair Cost \$ 2,500	•		
Building Feature: Stair  Cost \$2,500  Description of work: Stri	(round to nearest dollar)	Contract Year of Proposed Work Completion d remove white carpet and paint fro	2014
Building Feature: Stair  Cost \$2,500  Description of work: Stri	well (round to nearest dollar)  p white paint from banister an	Contract Year of Proposed Work Completion d remove white carpet and paint fro	2014
Building Feature: Stair  Cost \$2,500  Description of work: Stri floo	well(round to nearest dollar) p white paint from banister an r. Seal and stain concrete flo	Contract Year of Proposed Work Completion  d remove white carpet and paint fro or   Completed	2014 om concrete
Building Feature: Stair  Cost \$2,500  Description of work: Strip floo	well (round to nearest dollar)  p white paint from banister an r. Seal and stain concrete flo  ehabilitation/Restoration	Contract Year of Proposed Work Completion  d remove white carpet and paint fro  or  Completed	2014  m concrete  Proposed

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

☐ Maintenance	Rehabilitation/Restoration	<b>■</b> Completed	☐ Proposed
Building Feature:	lpstairs Bath		
Cost \$ 3,500	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2015
Description of work	: Remove vinyl window/replace wi moulding and door	th wood window. Strip and stain orig	ginal wood
■ Maintenance	Rehabilitation/Restoration	<b>■</b> Completed	☐ Proposed
Building Feature:	pstairs Bath		
Cost \$ 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.	
☐ Maintenance	Rehabilitation/Restoration	■ Completed	☐ Proposed
Building Feature:	pstairs Bath		
Cost \$ 18,000		Contract Year of Proposed Work Completion:	2015
Description of work	•	ng 70's wall-tile; replace with subway 0's fixtures w/claw foot tub, vanity, sl	
■ Maintenance	Rehabilitation/Restoration	<b>■</b> Completed	☐ Proposed
Building Feature:	office off of Master Bedroo	m	
4 500	(round to nearest dollar)		2016
Description of work	•	structure. Replace wood damaged ndows with wood windows, moulding	

PROPERTY ADDRESS.	1847	Virginia	Road,	Los	Angeles,	CA S	30019	)
PRIJERRIA VIJIJELJ			,					

■ Maintenance ■ Rehabilitation/Restoration	☐ Completed	Proposed
Building Feature: Main Bathroom Downstairs		**************************************
7 500	Contract Year of Proposed Work Completion:	2016
Description of work: Address peeling tiles and leakage damaged materials. Insulate. Re		oair water
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed	■ Proposed
Building Feature: Main Bathroom Downstairs		
Cost \$5,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2016
Description of work: Remove layers of linoleum floor a	nd replace with historically accurate	floor
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed	Proposed
☐ Maintenance	☐ Completed	Proposed
Building Feature: Main Bathroom Downstairs	Completed  Contract Year of Proposed Work Completion:	Proposed  2016
Building Feature: Main Bathroom Downstairs	Contract Year of Proposed Work Completion:	2016
Building Feature: Main Bathroom Downstairs  Cost \$4,000 (round to nearest dollar)  Description of work: Replace 2 aluminum louvered wir original wood moulding and doors  Maintenance Rehabilitation/Restoration	Contract Year of Proposed Work Completion:	2016
Building Feature: Main Bathroom Downstairs  Cost \$4,000 (round to nearest dollar)  Description of work: Replace 2 aluminum louvered wir original wood moulding and doors  Maintenance Rehabilitation/Restoration	Contract Year of Proposed Work Completion:  dows with wood windows. Strip and	2016 d stain
Building Feature: Main Bathroom Downstairs  Cost \$4,000 (round to nearest dollar)  Description of work: Replace 2 aluminum louvered wir original wood moulding and doors	Contract Year of Proposed Work Completion:  dows with wood windows. Strip and	2016 d stain

PROPERTY ADDRESS:	1847	Virginia	Road,	Los	Angeles,	CA	9001	9
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■ Maintenance □ Rehabilitation/Restorati	on   Completed	■ Proposed
Building Feature: Garage		
Cost \$3,500 (round to nearest d	ollar) Contract Year of Proposed Work Completion:	2017
Description of work: Address roof and dra	ainage issues at back of structure	
■ Maintenance □ Rehabilitation/Restoration	on $\square$ Completed	■ Proposed
Building Feature: Foundation		
Cost \$4,000 (round to nearest d	ollar) Contract Year of Proposed Work Completion:	2017
Description of work: Bolt house to founda	tion	
■ Maintenance □ Rehabilitation/Restoration	on   Completed	■ Proposed
Building Feature: Exterior - Roof		
Cost \$ 15,000 (round to nearest d	ollar) Contract Year of Proposed Work Completion:	2017
Description of work: Engage services of p roofing issues	rofessional to assess roofing and drainage issue	s. Address
■ Maintenance ■ Rehabilitation/Restoration	·	■ Proposed
Building Feature: Exterior Metal Aw	nings	
Cost \$ 7,500 (round to nearest d		2017
Description of work: Remove metal awnin		

PROPERTY ADDRESS: 1847 Virginia Road, Los Angeles, CA 90019	PROPERTY ADDRESS:	1847	Virginia	Road,	Los A	ingeles,	CA 900	19
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Maintenance	Rehabilitation/Restoration	☐ Completed	Proposed
Building Feature:	litchen		
2.500			2018
Cost \$ 2,500	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2010
Description of work	consult historical preservation prand layout.	rofessional to evaluate original kitche	en features
☐ Maintenance	Rehabilitation/Restoration	☐ Completed	■ Proposed
k	Citchen		
Building Feature:			
Cost \$ 15,000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2018
Description of work		d metal security bars. Repair stucco	
	Adjust location of windows to original	nal placement and replace with wood	windows.
■ Maintenance	☐ Rehabilitation/Restoration	☐ Completed	■ Proposed
	•	Completed	<b>—</b> гторозец
Building Feature:			
Cost \$ 10,00			2018
Cost \$ ,	(round to nearest dollar)	Contract Year of Proposed Work Completion:	
Description of work	:Assess and address termite dam:	age and peeling ceiling. Repair/Rep	lace
	framing and finish as needed.	ago and pooming coming. Repair/Rep	1400
☐ Maintenance	■ Rehabilitation/Restoration	☐ Completed	■ Proposed
K	itchen/Rutler's Pantry		
	alchemoduel a Lanuv		
	Litchen/Butler's Pantry		0010
		Contract Year of Proposed Work Completion:	2018
Cost \$ 30,000		Contract Year of Proposed Work Completion:	2018
Cost \$ 30,000			2018

PROPERTY ADDRESS	1847 Vir	ginia Road,	Los Angeles,	CA 90019
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☐ 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 \$ 15,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	20	18
Description of work: Remove layers of linoleum floor	and replace with historically compara	able	material
☐ Maintenance	☐ Completed		Proposed
Building Feature: Fountain Room			
Cost \$ 1,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	20	19
	Contract Year of Proposed Work Completion:	20	19
Cost \$ 1,000 (round to nearest dollar)  Description of work: Restore 2 original screen doors			
Cost \$ 1,000 (round to nearest dollar)  Description of work: Restore 2 original screen doors  Maintenance Rehabilitation/Restoration	Contract Year of Proposed Work Completion:		19 Proposed
Cost \$ 1,000 (round to nearest dollar)  Description of work: Restore 2 original screen doors  Maintenance Rehabilitation/Restoration  Building Feature: Living Room			Proposed
Cost \$ 1,000 (round to nearest dollar)  Description of work: Restore 2 original screen doors  Maintenance Rehabilitation/Restoration			Proposed

PROPERTY ADDRESS:	1847	Virginia	Road,	Los	Angeles,	CA	90019
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☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed		Proposed
Building Feature: Living Room			
Cost \$2,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	20	19
Description of work: Remove 2 aluminum windows a	nd replace with wood windows		
		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed		Proposed
Building Feature: Family Room			
Cost \$4,500 (round to nearest dollar)	Contract Year of Proposed Work Completion:	20	19
Description of work: Remove 4 Aluminum Windows a	nd replace with wood windows		
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed		Proposed
•	☐ Completed		Proposed
□ Maintenance ■ Rehabilitation/Restoration  Building Feature: Closet Office  Cost \$ 1,500 (round to nearest dollar)	☐ Completed  Contract Year of Proposed Work Completion:	20	•
Building Feature: Closet Office	Contract Year of Proposed Work Completion:		•
Building Feature: Closet Office  Cost \$ 1,500 (round to nearest dollar)	Contract Year of Proposed Work Completion:		•
Building Feature: Closet Office  Cost \$ 1,500 (round to nearest dollar)  Description of work: Remove 2 louvered windows and Maintenance Rehabilitation/Restoration	Contract Year of Proposed Work Completion:	20	•
Building Feature: Closet Office  Cost \$ 1,500 (round to nearest dollar)  Description of work: Remove 2 louvered windows and Maintenance Rehabilitation/Restoration	Contract Year of Proposed Work Completion:  I replace with wood windows	20	19
Building Feature: Closet Office  Cost \$ 1,500 (round to nearest dollar)  Description of work: Remove 2 louvered windows and	Contract Year of Proposed Work Completion:  I replace with wood windows	20	19 Proposed
Building Feature: Closet Office  Cost \$ 1,500 (round to nearest dollar)  Description of work: Remove 2 louvered windows and Maintenance Rehabilitation/Restoration  Building Feature: Living Room	Contract Year of Proposed Work Completion:  I replace with wood windows   Completed  Contract Year of Proposed Work Completion:	20	19 Proposed

PROPERTY ADDRESS:	1847	Virginia	Road,	Los	Angeles,	CA	9001	9
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☐ Maintenance ■ Rehabilitation/Restoration	☐ Completed	Proposed
Building Feature: Exterior Back Porch		
Cost \$9,000 (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 \$ 10,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2020
Description of work: Assess and address drainage iss	sues at front foundation. Restore as	necessary
☐ Maintenance ■ Rehabilitation/Restoration	☐ Completed	Proposed
Building Feature: Garage		
Cost \$2,500 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2020
Description of work: Remove block glass window and	repair/replace with original details	
-		
☐ Maintenance ■ Rehabilitation/Restoration	☐ Completed	■ Proposed
Building Feature: Exterior Iron Work		
Cost \$4,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2020
Description of work: Remove paint and restore origina	ol iron work on windows and gates	
bessipher work recine ve paint and reciore origine	arifori work on windows and gates	

PROPERTY ADDRESS:	1847	Virginia	Road,	Los	Angeles,	CA	9001	19
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☐ Maintenance			
	■ Rehabilitation/Restoration	☐ Completed	Proposed
Building Feature:	ront Bedroom		
Cost \$ 4,000	(round to nearest dollar)	Contract Year of Proposed Work Completion	2021
Description of work	Replace aluminum arched windo window design	ws with custom wood window to ma	atch original
☐ Maintenance	Rehabilitation/Restoration	☐ Completed	■ Proposed
Building Feature:	ack Bedroom		
Cost \$ 3,500	(round to nearest dollar)	Contract Year of Proposed Work Completion	2021
Description of work	: Replace 3 aluminum windows wi	th wood windows	
☐ Maintenance	■ Rehabilitation/Restoration	☐ Completed	Proposed
Building Feature:	ack Bedroom Closet		
Cost \$ 6,000	(round to nearest dollar)	Contract Year of Proposed Work Completion	2021
		Contract Year of Proposed Work Completion ve added wood paneling on walls; r	*
Description of work  Maintenance	Restore original built in and remo historically accurate material  Rehabilitation/Restoration	·	*
Description of work  Maintenance	Restore original built in and remo historically accurate material  Rehabilitation/Restoration	ve added wood paneling on walls; r	replace with
Description of work	Restore original built in and remo historically accurate material  Rehabilitation/Restoration	ve added wood paneling on walls; r	Proposed

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

■ Maintenance ■ Rehabilitation/Restoration	☐ Completed	Proposed
Building Feature: Exterior		
Cost \$ 40,000-60,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2021
Description of work: Repair/Re-Stucoo exterior of hou	use and garage	
☐ Maintenance ■ Rehabilitation/Restoration	☐ Completed	Proposed
Building Feature: Garage		
Cost \$ 10,000 (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
,	☐ 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  Cost \$ 15,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	
Building Feature: Exterior Landscape  Cost \$ 15,000 (round to nearest dollar)  Description of work: Grade/Landscape front exterior; i	Contract Year of Proposed Work Completion:	
Building Feature: Exterior Landscape  Cost \$ 15,000 (round to nearest dollar)  Description of work: Grade/Landscape front exterior; i	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; i  Maintenance Rehabilitation/Restoration  Building Feature: Exterior	Contract Year of Proposed Work Completion:  nstall sprinkler as needed    Completed	2023
Building Feature: Exterior Landscape  Cost \$ 15,000 (round to nearest dollar)  Description of work: Grade/Landscape front exterior; i  Maintenance Rehabilitation/Restoration  Building Feature: Exterior  Cost \$ 6,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:  nstall sprinkler as needed  Completed  Completed	2023  Proposed  2023
Building Feature: Exterior Landscape  Cost \$ 15,000 (round to nearest dollar)  Description of work: Grade/Landscape front exterior; i  Maintenance Rehabilitation/Restoration  Building Feature: Exterior	Contract Year of Proposed Work Completion:  nstall sprinkler as needed  Completed  Completed	2023  Proposed  2023

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■ Maintenance ■ Rehabilitation/Restoration	☐ Completed	Proposed
Building Feature: Master Bathroom		
Cost \$ 13,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2024
Description of work: Restore/replicate shower tile; rep with wood window		
☐ Maintenance ■ Rehabilitation/Restoration	☐ Completed	Proposed
Building Feature: Master Bathroom		
Cost \$ 5,000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2024
Description of work: Restore original tile work keeping	g 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:		Warner
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.

HISTORICAL PROPERTY CONTRACT APPLICATION REVISED MARCH 2016

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.)	
THIS AC	GREEMENT is made and entered into this day of	2016, by and
betwee	en the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to 1142 Kensington LLC (hereinafter referred to as 1	as the "City") and
(PRINT	NAME OF EACH OWNER AS LISTED ON TITLE)	
	WITNESSETH:	
(i)	California Government Code Sections 50280, et seq. authorize cities to enter i the owners of qualified historical properties to provide for the use, maintenan of such historical properties so as to retain their characteristics as properties significance.	ce and restoration
(ii)	Owner possesses fee title in and to that certain real property, together with ass and improvements thereon, commonly known as theWilkes Bungalows	and located
	at the street address1142,1142 1/2 & 1144 North Kensington Road, Los Angeles, California	90026
	(hereinafter such property shall be referred to as the "Property"). A legal Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referre for the Property is attached hereto, marked as <b>Exhibit "A"</b> , and is incorpora reference.	d to as the "Plan")

(iii)	On		NA		<u>NA: (</u>	a) the	City	Council	of the	e City o	f Los	Ang	eles
	declared th	ne Proper	rty Historic-Cultu	ıral M	onumei	nt No.	NA	purs	uant t	o Sectio	n 22.1	71.1	0 of
	the Los Ai	ngeles A	dministrative Co	ode (	Council	File 1	No	NA	_	NA	); or,	(b)	The
	Property	was	determined	to	be	а	Con	tributing	St	tructure	to	)	the
		Angelino He	eights	_ His	toric Pi	reserv	ation	Overlay	Zone	pursua	nt to	Sec	tion
	12.20.3 of	the Los A	ngeles Municipa	l Code	e.								

(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

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.

y: Deputy			Date
Deputy			Date
:			
VINCENT P. BERTONI, AICP, [			Date
		1, 41	
	Ву:	Owner Signature	Secretary and the secretary an
			-1 1
		Kathleen Mun	ay sole Member 5/10/1142 KENSING Date
		Print Name of the	1142 KENsington, LLC
	Ву:		
		Owner Signature*	
		Print Name	Date
	Ву:		
	·	Owner Signature*	
		D: AM	D.4
		Print Name	Date
PROVED AS TO FORM CHAEL N. FEUER, City Attorney			
			•
uty City Attorney, Office of the City A	ttornovi		Date

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	h ./20				
County of	fageles	) _			
on 05/10	Lall before n	ne, Seurg	A. Com	officer)	ulli
		(insert na	me and title of the	officer)	
personally appeared	leg threen	1 Mario	ã of		
who proved to me or subscribed to the wit	the basis of satisfactor hin instrument and ackr ed capacity(jæs), and the	nowledged to me/t	hat he/she/they ex	kecuted the same in	)
	ty upon behalf of which				
certify under PENAL aragraph is true and	TY OF PERJURY unde correct.	er the laws of the s	State of California	that the foregoing	
		1			

WITNESS my hand and official seal-

Signature

SEUNG H. KIM
COMM. #2017595 =
LOS ANGELES COUNTY
My Comm Expires APR 5.2017

# HISTORICAL PROPERTY CONTRACT APPLICATION FORM

## **OWNER INFORMATION**

PROPERTY ADDRESS: <u>1142, 1142 1/2 &amp; 1</u>	1144 North Kensington Road, Los Angeles, CA 90026	
OWNER(S) OF PROPERTY:	1142 Kensington LLC	
OWNER(S) MAILING ADDRESS: 131 Jer	richo Tpke #302, Jericho, NY 11753	
HOME TELEPHONE:	WORK TELEPHONE:	
MOBILE TELEPHONE: (617) 233-3087	ALTERNATE TELEPHONE:	
	ALTERNATE EMAIL:	
PROPERTY INFORMATION		Constitution groups bearing a v
Legal Description: TRACT: Angelino Heights	BLOCK: 15 LOT: 3 ARB: 2	
Assessor Identification Number (AIN): 5404 -	023 - 002 COUNCIL DISTRICT NO.:	1_
PROPERTY PURCHASE DATE: 2/9/2016	MOST RECENT ASSESSED VALUE: \$820,000.00	
OWNER OCCUPIED: O YES O NO USE: O	Single-Family Dwelling	USTRIAL
ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN TH SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", A	C YES	© NA
TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS	OS ANGELES ARE PAID TO DATE?	O No
ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DE	YES	<b>€</b> No
HISTORICAL SIGNIFICANCE	er alle la Pietri Management (au anti-approximent en graf l'in 1800 (au angre glan une promotent au anti-approximent de la lance de la lan	orkitery and the first sections
☐ HISTORIC-CULTURAL MONUMENT (HCM)		
HCM NUMBER: HCM NAME:		
CONTRIBUTOR TO A HISTORIC PRESERVATION OVERI	RLAY ZONE (HPOZ)	
HPOZ NAME: Angelino Heights	HISTORIC PROPERTY NAME: Wilkes Bungalows	
ORIGINAL CONSTRUCTION DATE: 1924	ARCHITECT(S): Frank Kelly, Builder	
ARCHITECTURAL STYLE: E	Eclectic Revival: Craftsman Bungalow	<del></del>
Lang (Me ann)		
PROPERTY CONTRACT.	RTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICA	L
Kit 1- 2/10	9/16	
OWNER SIGNATURE DATE	, · · · · · · · · · · · · · · · · · · ·	ATE
Kathleen Murray		
PRINT NAME	PRINT NAME	

EXHIBIT "A"

PROPERTY ADDRESS: 1142, 1142 1/2 & 1144 Kensington Road	
Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the maintenance, restoration and replacement of historic features on the property, NOT modernization, remodels, or confined elements. Although modernization may be an important part of your rehabilitation project, this form is specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work to complete within the next ten years arranging in order of priority.	onstruction meant to items that
☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐	Proposed
Building Feature: Foundations	
	016
Description of work: Three bungalows raised and leveled off; original foundations demolished, piers/foundations dug/poured; all seismically reinforced.	, new
☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐	Proposed
Building Feature: Stairs	
	016
Description of work: Three cement staircases poured after predecessors destroyed when foun replaced.	dations
■ Maintenance    □ Rehabilitation/Restoration    ■ Completed    □	Proposed
Paved section of yard between front & rear bungalows	S.
	016
Description of work: The paved section of yard between front & rear bungalows was demolished	ed.
■ Maintenance □ Rehabilitation/Restoration □ Completed □	Proposed
Building Feature: Retaining wall and granite	
	016
Description of work: Railroad retaining wall added at end of demoed paving; land leveled; granaded.	nite

PROPERTY ADDRE	ess:1142, 1142 1/2	& 1144 Kensington Road	
maintenance, restort of new elements. A specifically capture apply to your proper	ration and replacement of historic features Although modernization may be an impor the preservation work involved and not an	chabilitate the property. In this plan, include all on the property, NOT modernization, remodels, tant part of your rehabilitation project, this for thing else. Copy this page as necessary to include servation work (if applicable) and continue with rity.	or construction rm is meant to de all items that
☐ Maintenance	Rehabilitation/Restoration	■ Completed	☐ Proposed
Building Feature:_	Origina	I wood floors	
Cost \$ 2,600	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2016
Description of wor	k: Rehabilitate and refinish floors i	n two bungalows.	
☐ Maintenance	■ Rehabilitation/Restoration	■ Completed	☐ Proposed
Building Feature:_	1142 1/2: Rehabilitat	ion following foundation replacemen	t
Cost \$ 2,250	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2016
Description of wor	k: Rehabilitate plaster walls; rehab interior following foundation repl	ilitate windows to render functionality acement.	; paint
☐ Maintenance	Rehabilitation/Restoration	☐ Completed	☐ Proposed
Building Feature:_	1144:	Plaster walls	
Cost \$4,250	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2016
Description of wor	k:Rehabilitate plaster walls followi	ng foundation replacement; paint inte	rior.
■ Maintenance	☐ Rehabilitation/Restoration	☐ Completed	☐ Proposed
Building Feature:		leater	
Cost \$ 1,100	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2016
Description of wor	k: Broken heater replaced.		

PROPERTY ADDRE	ss:1142, 1142 1	/2 & 1144 Kensin	gton Road	Maria de la constanta de la co
maintenance, restor of new elements. A specifically capture to apply to your prope	opose all preservation work necessary to reation and replacement of historic features although modernization may be an importing preservation work involved and not anoty. Begin by listing recently completed processed the next ten years arranging in order of prices.	on the property, <u>NOT mode</u> tant part of your rehabilitat ything else. Copy this page as eservation work (if applicable	rnization, remodels, tion project, this fo s necessary to inclu	or construction orm is meant to de all items that
■ Maintenance	■ Rehabilitation/Restoration		☐ Completed	■ Proposed
Building Feature:		Electrical		
Cost \$ 2,000	(round to nearest dollar)	Contract Year of Proposed	l Work Completion:	2017
Description of work	c: Remove knob & tube wiring and	d replace with new wiri	ng.	
■ Maintenance	☐ Rehabilitation/Restoration		☐ Completed	■ Proposed
Building Feature:		Gutters		S
Cost \$ 5,500	(round to nearest dollar)	Contract Year of Proposed	Work Completion:	2018
Description of work	c: There are NO gutters present, a fact. Therefore, gutters will be in		boards because	e of that
☐ Maintenance	Rehabilitation/Restoration		☐ Completed	☐ Proposed
Building Feature:	Woo	oden clapboards		
Cost \$ 12,000	+ (round to nearest dollar)	Contract Year of Proposed	Work Completion:	2019
	c: Must get consultation and cost* to re bungalows/garage caused by lack of			t project,only].
■ Maintenance	☐ Rehabilitation/Restoration	· · · · · · · · · · · · · · · · · · ·	☐ Completed	■ Proposed
Building Feature:	•	Water main		
Cost \$4,500	(round to nearest dollar)	Contract Year of Proposed	Work Completion:	2020
Description of work	: Water main is corroded. Must b	e replaced.		

Use this form to propose all preservation work necessary to rehabilitate the property. In this plant, 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 applit to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.    Maintenance	PROPERTY ADDRES	ss: 1142, 1142 1/	2 & 1144 Kensington Road	
Building Feature:  Cost \$ 13,500   (round to nearest dollar)   Contract Year of Proposed Work Completion:   2021    Description of work: Sewer line must be replaced.    Maintenance   Rehabilitation/Restoration   Completed   Proposed Work Completion:   2022    Building Feature:   Termite remediation   Contract Year of Proposed Work Completion:   2022    Description of work: A plan must be formulated for all termite remediation items and then cost* will be established and plan carried out.    Maintenance   Rehabilitation/Restoration   Completed   Proposed Work Completion:   2023    Building Feature:   Area behind rear bungalow   Contract Year of Proposed Work Completion:   2023    Description of work: Further investigation needed to determine necessity of installing sump pump or alternative solution in low area behind rear bungalow.    Maintenance   Rehabilitation/Restoration   Completed   Proposed Work Completion:   Window   Completed   Proposed Work Completed   Prop	maintenance, restora of new elements. Al specifically capture to apply to your proper	ation and replacement of historic features though modernization may be an impor he preservation work involved and not an ty. Begin by listing recently completed pre	on the property, <u>NOT modernization, remodels</u> tant part of your rehabilitation project, this for ything else. Copy this page as necessary to inclues exervation work (if applicable) and continue with	or construction orm is meant to de all items that
Cost \$ 13,500   (round to nearest dollar)   Contract Year of Proposed Work Completion:   2021    Description of work: Sewer line must be replaced.    Maintenance   Rehabilitation/Restoration   Completed   Proposed	■ Maintenance	☐ Rehabilitation/Restoration	☐ Completed	■ Proposed
Description of work: Sewer line must be replaced.    Maintenance	Building Feature:		Sewer line	
Description of work: Sewer line must be replaced.    Maintenance	Cost \$ 13,500	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2021
Building Feature:	Description of work	Sewer line must be replaced.		
Cost \$ Unknown at this time* (round to nearest dollar)  Description of work: A plan must be formulated for all termite remediation items and then cost* will be established and plan carried out.  Maintenance Rehabilitation/Restoration Completed Proposed Work Completed Proposed Building Feature:  Cost \$ 18,000 (round to nearest dollar) Contract Year of Proposed Work Completion:  Description of work: Further investigation needed to determine necessity of installing sump pump or alternative solution in low area behind rear bungalow.  Maintenance Rehabilitation/Restoration Completed Proposed Work Completed Proposed Building Feature:  Window  Cost \$ 1,800 (round to nearest dollar) Contract Year of Proposed Work Completion:  Completed Proposed Work Completed Cost \$ 1,800 (round to nearest dollar) Contract Year of Proposed Work Completion:	☐ Maintenance		·	■ Proposed
Description of work: A plan must be formulated for all termite remediation items and then cost* will be established and plan carried out.    Maintenance	Building Feature:	ıeı	mile remediation	·
established and plan carried out.    Maintenance	Cost \$	his time* (round to nearest dollar)	Contract Year of Proposed Work Completion:	2022
Area behind rear bungalow  Cost \$ 18,000	Description of work			cost* will be
Cost \$ 18,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2023  Description of work: Further investigation needed to determine necessity of installing sump pump or alternative solution in low area behind rear bungalow.  Completed Proposed Work Completed Proposed Window  Cost \$ 1,800 (round to nearest dollar) Contract Year of Proposed Work Completion: 2024	■ Maintenance		·	■ Proposed
Description of work: Further investigation needed to determine necessity of installing sump pump or alternative solution in low area behind rear bungalow.    Maintenance	Building Feature:	Area be	hind rear bungalow	
alternative solution in low area behind rear bungalow.  ☐ Maintenance ☐ Rehabilitation/Restoration ☐ Completed ☐ Proposed  Building Feature: Window  Cost \$ 1,800	Cost \$ 18,000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2023
Building Feature: Window  Cost \$ 1,800 (round to nearest dollar) Contract Year of Proposed Work Completion: 2024	Description of work	<del>-</del>		o pump or
Cost \$ 1,800 (round to nearest dollar) Contract Year of Proposed Work Completion: 2024	☐ Maintenance	Rehabilitation/Restoration	☐ Completed	■ Proposed
Cost \$ 1,800 (round to nearest dollar) Contract Year of Proposed Work Completion: 2024	Building Feature:	<b>\</b>	Window	
Description of work: Rehabilitate/replace one window in one bungalow.	<sub>Cost \$</sub> 1,800	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2024
	Description of work	Rehabilitate/replace one windov	v in one bungalow.	

PROPERTY ADDRE	rss:1142, 1142 1	/2 & 1144 Kensi	ington Road	Mark to Science and Associated and Associate
maintenance, restored new elements. A specifically capture apply to your properties.	opose all preservation work necessary to ration and replacement of historic feature. Although modernization may be an imported preservation work involved and not a crty. Begin by listing recently completed pushenext ten years arranging in order of preservation.	es on the property, <u>NOT mo</u> ortant part of your rehabili nything else. Copy this page reservation work (if applica	dernization, remodels, itation project, this fo e as necessary to inclu	or construction orm is meant to de all items that
■ Maintenance	☐ Rehabilitation/Restoration		☐ Completed	Proposed
Building Feature:		Water heaters		
Cost \$ 3,000	(round to nearest dollar)	Contract Year of Propos	sed Work Completion:	2024
Description of wor	k: Water heaters (3) at end of life	e cycle. Require repla	cement.	
■ Maintenance	☐ Rehabilitation/Restoration		☐ Completed	■ Proposed
Building Feature:	4444444	Roofs		
Cost \$ 9,000	(round to nearest dollar)	Contract Year of Propos	sed Work Completion:	2025
Description of wor	k: Roofs at end of life cycle. Mus	t be fully replaced.		
■ Maintenance	☐ Rehabilitation/Restoration		☐ Completed	<b>■</b> Proposed
Building Feature:	F	Floors/Plaster		
<sub>Cost \$</sub> 2,500	(round to nearest dollar)	Contract Year of Propos	sed Work Completion:	2026
Description of wor	When tenant in third unit moves plaster will need to be rehabilitat			
☐ Maintenance	☐ Rehabilitation/Restoration		☐ Completed	☐ Proposed
Building Feature:				
Cost \$	(round to nearest dollar)	Contract Year of Propos	sed Work Completion:	
Description of wor	<b>c</b> :			
				*****

### 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.)
oetwee	GREEMENT is made and entered into this day of 2016, by ar the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") an (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 structure and improvements thereon, commonly known as the <a href="#">CONTRIBUTING PROPERTY</a> and locate at the street address <a href="#">940 W. KENSINGTON RD.</a> , Los Angeles, California <a href="#">90026</a> (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 "Plant for the Property is attached hereto, marked as <a href="#">Exhibit "A"</a> , and is incorporated herein by the 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 ); or, (b) The **Property** was determined 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 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: JAMIE HALLER & CRAIG EKEDAHL

Address 940 W. KENSINGTON RD

LOS ANGELES CA 90026

### 9. General Provisions.

a. None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors or assigns, nor

- shall such terms, provisions or conditions cause them to be considered joint venturers or members of any joint enterprise.
- b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.
- c. All of the agreements, rights, covenants, reservations and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Property, whether by operation of law or in any manner whatsoever.
- d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.
- **e.** In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be effected thereby.
- f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

### 10. Recordation.

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

## 11. Amendments.

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

### 12. Fees.

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

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

•		· · · · · · · · · · · · · · · · · · ·	
Deputy			Date
:			
VINCENT P. BERTONI, AICP,	Director of Planr	ning	Date
	Ву:		5/31/16
		Owner signature*  Craig Ekedahl	SABITE
	Ву:	Print Name Owner Signature*	Date 5/31/14
		Jamie Haller	S/18/16
		Print Name	Date Place 22 affached acisnaled
	Ву:	Owner Signature*	acisnahed
		Print Name	Date

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.

- 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.

# **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
On S - 2016 before me, Anna Shakaryan, Notary Public (insert name and title of the officer)
personally appeared <u>Cray Ekedan to Jamie Haller</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.  ANNA SHAKARYAN Commission # 2040177 Notary Public - California Los Angeles County My Comm. Expires See 2, 2017  Signature (Seal)

### HISTORICAL PROPERTY CONTRACT APPLICATION FORM

## **OWNER INFORMATION** PROPERTY ADDRESS: 940 W. Kensington Road. Los Angeles, CA 90026 OWNER(s) OF PROPERTY: Craig Ekedahl & Jamie Haller OWNER(S) MAILING ADDRESS: 940 W. Kensington Road. Los Angeles, CA 90026 HOME TELEPHONE: (619) 992-6077 WORK TELEPHONE: (213) 489-1988 ALTERNATE TELEPHONE: (310) 266-2776 MOBILE TELEPHONE: OWNER(S) EMAIL: jamiehaller78@gmail.com ALTERNATE EMAIL: craig811@gmail.com PROPERTY INFORMATION Legal Description: Tract: Angelino Heights Block: 17 Lot: 29 ARB: None Assessor Identification Number (AIN): 5405 - 004 - 004 COUNCIL DISTRICT NO.: 1 PROPERTY PURCHASE DATE: 2/2/2016 MOST RECENT ASSESSED VALUE: \$755,000.00 USE: SINGLE-FAMILY DWELLING MULTI-FAMILY/COMMERCIAL/INDUSTRIAL C No 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 ONO 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 C YES O NO BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPARTMENT? **HISTORICAL SIGNIFICANCE** ☐ HISTORIC-CULTURAL MONUMENT (HCM) HCM Number: \_\_\_\_\_ HCM Name: CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ) HPOZ NAME: Angelino Heights HISTORIC PROPERTY NAME: ORIGINAL CONSTRUCTION DATE: 1907 \_\_\_\_\_ Architect(s): \_\_\_\_\_ ARCHITECTURAL STYLE: Craftsman Bungalow I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT. Digitally signed by Jamie HALLER Digitally signed by CRAIG DN: cn=Jamie HALLER, o, ou, email=JAMIE@NSFCLOTHING.COM, c=US Date: 2016.02.29 11:11:52 -08'00' 2/29/16 DN: cn=CRAIG, o, ou, email=CRAIG811@GMAIL.COM, c=US Date: 2016.02.29 11:12:47 -08'00' 2/29/16 OWNER SIGNATURE OWNER SIGNATURE DATE DATE

**EXHIBIT "A"** 

craig ekedahl

**PRINT NAME** 

jamie haller

PRINT NAME

Revised November 2015

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

# 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, 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.

	abilitation/Restoration		ompleted		Proposed
Building Feature: Found	dation replacement				
Cost \$ 50,000	(round to nearest dollar)	Contract Year of Proposed Work Co	ompletion:	201	16
	ace original brick foundation lation.	with concrete foundation an	nd partial	siste	er ————
	abilitation/Restoration	<b>■</b> Co	ompleted	□ P	roposed
Building Feature: Sewe	r line replacement				
Cost \$ 18000	(round to nearest dollar)	Contract Year of Proposed Work Co	ompletion:	201	16
Description of work: Sewe	r line scoping and replacem	ent from house to street sad	ddle.		
	abilitation/Restoration		ompleted	□ P	roposed
	abilitation/Restoration er pipe replacemen		ompleted	□ P	roposed
Building Feature: Coppe	•	t		201	
Building Feature: Coppe Cost \$ 15000  Description of work: Coppe	er pipe replacemen	t	ompletion:	201	16
Building Feature: Copper Scot \$ 15000  Description of work: Copper Scot Scot Scot Scot Scot Scot Scot Scot	er pipe replacemen (round to nearest dollar) er pipe replacement, replacinized pipe. abilitation/Restoration	t  Contract Year of Proposed Work Congression  The proposed Wo	ompletion:	201 existir	16
Building Feature: Copper Scot \$ 15000  Description of work: Copper Scot Scot Scot Scot Scot Scot Scot Scot	er pipe replacemen (round to nearest dollar) er pipe replacement, replacinized pipe.	t  Contract Year of Proposed Work Congression  The proposed Wo	ompletion: ipe and e	201 existir	16 ng
Building Feature: Copper Cost \$ 15000  Description of work: Copper Galver  Maintenance Rehammers: Sewer 15000	er pipe replacemen (round to nearest dollar) er pipe replacement, replacinized pipe. abilitation/Restoration r pipe and vent replacement	t  Contract Year of Proposed Work Congression  The proposed Wo	ompletion: _ipe and e	201 existin	16 ng

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

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

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☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed	☐ Proposed
Building Feature: Electrical rewire		
	ntract Year of Proposed Work Completion:	2016
Description of work: Replace original knob and tube and management Remove unpermitted unsafe wiring ar	nixed cloth electrical wiring with nev	romex.
☐ Maintenance	☐ Completed	☐ Proposed
Building Feature: Furnace and AC replacement	ent	
Cost \$ 12000 (round to nearest dollar) Co	ntract Year of Proposed Work Completion:	2016
Description of work: Original 1907 furnace replaced utiliz  New venting. 2 systems required.	ting existing original cast iron vent	grates.
☐ Maintenance ☐ Rehabilitation/Restoration	<b>■</b> Completed	☐ Proposed
Building Feature: Aluminum window replacer	ment	
Cost \$ 5000 (round to nearest dollar) Con	ntract Year of Proposed Work Completion:	2016
Description of work: Unpermitted noncontributing aluminum slider sashes, designed to match original windows. HPOZ approved. Installed by historic window	windows replaced at back of house with c SIngle pane glass used, original mutton si	ustom wood
☐ Maintenance ☐ Rehabilitation/Restoration	<b>■</b> Completed	☐ Proposed
Building Feature: Partial exterior siding repla	cement and new exterio	or paint
Cost \$ 20,000 (round to nearest dollar) Cor	ntract Year of Proposed Work Completion:	2016
Description of work: Replace termite damaged wood siding and waterproof with caulking between siding bo		

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

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

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	W-4		
■ Maintenance	☐ Rehabilitation/Restoration	<b>■</b> Completed	☐ Proposed
Building Feature:	artial interior replaster as needed to re	pair cracks from foundation issues and he	ouse leveling
Cost \$ 6,000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2016
Description of work	:: Replace and/or patch original pla plaster.	aster as required to fix buckling, crac	ks, broken
■ Maintenance	☐ Rehabilitation/Restoration	<b>■</b> Completed	☐ Proposed
Building Feature: V	vood floor refinish and te	ermite repair	
Cost \$ 13000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2016
Description of work	: Patch and repair original wood floors to caused by damaged foundation with li	to correct termite damage, water damage, ke kind wood. Sand, stain and poly.	buckling
■ Maintenance	☐ Rehabilitation/Restoration	<b>■</b> Completed	☐ Proposed
Building Feature:	Cast iron tub and sink re	finishing	
Cost \$ 1800	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2016
Description of work	Refinish and restore original cast apron style sink.	iron clawfoot tubs (2) and wall hung	original
■ Maintenance	☐ Rehabilitation/Restoration	<b>■</b> Completed	☐ Proposed
Building Feature:	Sarage door replacemer	nt	
Cost \$ 2,000	(round to nearest dollar)	Contract Year of Proposed Work Completion:	2016
Description of work	Replace garage door with steel c garage door.	arriage style vintage inspired bead b	oard

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

# 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, 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.

■ Maintenance □ Rehabilitation/Restoration	<b>≅</b> Completed	☐ Proposed				
Building Feature: Interior remodel baths and kitchen						
Cost \$ 40000 (round to nearest dollar)		2016				
Description of work: Tile, cabinets, new vanity, refinished countertops. Price does not include	tubs, sink, new fixtures, new appliances,					
■ Maintenance □ Rehabilitation/Restoration	<b>☐</b> Completed	☐ Proposed				
Building Feature: hauling/ trash and debris	s removal/ dumpsters					
Cost \$ 5000 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2016				
	a hoarder and it was acquired with stuff left in he contents of neglected state in order to commend					
■ Maintenance □ Rehabilitation/Restoration	<b>■</b> Completed	☐ Proposed				
Building Feature: Screen repair, refinish ar	nd paint					
Cost \$ 800 (round to nearest dollar)		2016				
Description of work: Restore, refinish and paint original	al 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

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.

HISTORICAL PROPERTY CONTRACT APPLICATION REVISED MARCH 2016 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 AC	GREEMENT is made and entered into this day of	2016, by and
	LEAVE DATE BLANK UNTIL RECORDE (LEAVE DATE BLANK UNTIL RECORDE en the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to	
	Jonathan Little (hereinafter referred to as	• •
PRINT	NAME OF EACH OWNER AS LISTED ON TITLE)	,,
	WITNESSETTI	
	WITNESSETH:	
(i)	California Government Code Sections 50280, et seq. authorize cities to enter i	into contracts with
	the owners of qualified historical properties to provide for the use, maintenan	ice and restoration
	of such historical properties so as to retain their characteristics as proper	erties of historical
	significance.	
(ii)	Owner possesses fee title in and to that certain real property, together with ass and improvements thereon, commonly known as theBeatrice B. Green Reside	
	at the street address6711 Whitley Terrace, Los Angeles, California	90068
	(hereinafter such property shall be referred to as the "Property"). A legal	$description \ of \ the$
	Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referre	•
	for the Property is attached hereto, marked as <b>Exhibit "A"</b> , and is incorpora reference.	ited herein by this

- (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. ); or, (b) The Property was determined to be Contributing Structure to 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:

### 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

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.

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### 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.

ATTEST: HOLLY WOLCOTT, City Clerk/Exec		fficer	
Deputy			Date
Ву:			
VINCENT P. BERTONI, AICP, Director o	of Plann	ing	Date
	Ву:	Owner Signature*	
		Jonathan Little	
	Ву:	Owner Signature*	Date 5   26   16
		Print Name	Date
	Ву:	Owner Signature*	
		Print Name	Date
APPROVED AS TO FORM MICHAEL N. FEUER, City Attorney			
By:	antertain terror		Date

<sup>\*</sup> 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 Mky 26, 2016 before me,	Joon Wan Kim Notary Public  (insert name and title of the officer)
personally appeared	
who proved to me on the basis of satisfactory e subscribed to the within instrument and acknow	vidence to be the person(s) whose name(s) (s) are ledged to me that he/she/they executed the same in by he/she/their signature(s) on the instrument the
I certify under PENALTY OF PERJURY under t paragraph is true and correct.	he laws of the State of California that the foregoing
WITNESS my hand and official seal.	JOON WAN KIM Commission # 2057297 Notary Public - California Los Angeles County Alv Comm. Evolution Each 9, 2018
Signature	My Comm. Expires Feb 9, 2018 (Seal)

# HISTORICAL PROPERTY CONTRACT APPLICATION FORM

## **OWNER INFORMATION**

PROPERTY ADDRESS:	6711 W. Whitle	ey Terrace, Hollywood, (	CA 90068		
Owner(s) of Property:	Jo	onathan Little			
Owner(s) Mailing Address:	6711 W. Whitle	y Terrace, Hollywood, C	A 90068		
HOME TELEPHONE: <u>(323)</u> 821-6860		Work Telephone:	(323) 821-68	60	
MOBILE TELEPHONE: <u>(323)</u> 821-6860	)	ALTERNATE TELEPH	ONE:	Well-active and the second	
Owner(s) Email: <u>littlelabs@little</u>	labs.com	ALTERNATE EMAIL:			
PROPERTY INFORMATION	tradisk Avistica (1999) i Lice Liberto (d. 1999) i e e e e e e	Sum is a little of the second of superior and in superior	Marie e e e e e e e e e e e e e e e e e e	and the second s	5.16 1.2 HM M . In
Legal Description: TRACT: Tract No.	3639, Whitley Heigl	hts Block: N/A	LOT: <u>43</u>	ARB:N/A	
Assessor Identification Number (Al	N): <u>5575</u> - <u>0</u> :	- 004	Counc	IL DISTRICT NO.: 4	
PROPERTY PURCHASE DATE: 10/14/2	.011 Mo	OST RECENT ASSESSED VA	LUE: <u>\$607,286</u>	.00	
OWNER OCCUPIED: • YES • N	o Use: Sal	NGLE-FAMILY DWELLING	Multi-Famil	y/ Commercial/ Ini	DUSTRIAL
Addresses for all other property separate sheet of paper, labeled "				ÇÎ) YES	• NA
TAXES ON ALL PROPERTY OWNED WIT	HIN THE CITY OF LOS	Angeles are PAID to da	TE?	YES	( No
ARE THERE ANY OUTSTANDING ORDE BUILDING AND SAFETY OR THE LOS AI			TMENT OF	` (}Yes	• No
HISTORICAL SIGNIFICANCE	a tara di antara di a	agus com a martina ar a cara e e e e e e e e e e e e e e e e e e	gy and a second	an consisting an army 15° Monte enter 1 and 42°M in 1990 day	Min & Miles year on high transferred white Nove or
HISTORIC-CULTURAL MONUMEN	ıт (HCM)				
HCM NUMBER: HC	M NAME:				
CONTRIBUTOR TO A HISTORIC P	RESERVATION OVERLA	AY ZONE (HPOZ)			
HPOZ NAME: Whitley Height	S	HISTORIC PROPERTY N	IAME: Beatrice	B. Green Residen	ce
ORIGINAL CONSTRUCTION DATE: 192	1	ARCHITECT(S): A. S. Ba	irnes		
ARCHITECTURAL STYLE: Spanish Colo	onial Revival				a.c. , , , , , , , , , , , , , , , , , ,
I AM (WE ARE) THE PRESENT OWNER PROPERTY CONTRACT.	, a(s) of the property 2/17//	Y DESCRIBED ABOVE AND	HEREBY APPLY	FOR AN HISTORICA	AL
OWNER SIGNATURE	DATE	Owner Signature		D	PATE
Jonathan Little	**************************************				
PRINT NAME		PRINT NAME			

EXHIBIT "A"

PROPERTY ADDRESS:67	711 Whitley Te	rrace, Hollywood, CA	90068	
maintenance, restoration and repla of new elements. Although moder specifically capture the preservation	cement of historic featurnization may be an immoner immoner involved and not iting recently completed	o rehabilitate the property. In this pla res on the property, <u>NOT modernizati</u> portant part of your rehabilitation pot anything else. Copy this page as nece preservation work (if applicable) and priority.	on, remodels, roject, this fo ssary to inclu	or construction rm is meant to de all items that
	tion/Restoration		Completed	■ Proposed
Building Feature: Barrel tile	roof			
Cost \$ 50,000.00 (roun		Contract Year of Proposed Work	Completion:	2017
Description of work: Remove ti broken tile		sub-roof and reinstall original		
☐ Maintenance ☐ Rehabilitat	tion/Restoration		Completed	■ Proposed
Building Feature: Termite da	amage			
Cost \$ 20,000.00 (roun		Contract Year of Proposed Work	Completion:	2018
Description of work: Repair ext	ensive termite dam	nage after fumigation.		
	tion/Restoration		Completed	■ Proposed
Building Feature: Bedroom	ceilings			
Cost \$ 10,000.00 (roun		Contract Year of Proposed Work	Completion:	2019
Description of work: Restore da	amaged original cei	lings in bedrooms.		
☐ Maintenance ■ Rehabilitat	tion/Restoration		Completed	■ Proposed
Building Feature: Exterior St	tucco			
15 000 00	d to nearest dollar)	Contract Year of Proposed Work	Completion:	2020
Description of work: Repair mu	Iltiple cracks in exte	erior stucco walls, matching or	iginal textu	ıre.

# $Rehabilitation/Restoration/Maintenance\ Plan$

PROPERTY ADDRESS: 6711 Whitley Terra	ace, Hollywood, CA 90068	
Use this form to propose all preservation work necessary to remaintenance, restoration and replacement of historic features of new elements. Although modernization may be an import specifically capture the preservation work involved and not any apply to your property. Begin by listing recently completed preto complete within the next ten years arranging in order of prior	on the property, <u>NOT modernization, remodels,</u> cant part of your rehabilitation project, this for thing else. Copy this page as necessary to include servation work (if applicable) and continue with	or construction rm is meant to de all items that
☐ Maintenance ■ Rehabilitation/Restoration	☐ Completed	■ Proposed
Building Feature: Electrical wiring		
Cost \$ 25,000.00 (round to nearest dollar)	Contract Year of Proposed Work Completion:	2021
Description of work: Replace original cloth covered v system.		
☐ Maintenance ☐ Rehabilitation/Restoration	☐ Completed	■ Proposed
Building Feature: Servant's quarters.		
Cost \$\frac{20,000.00}{} (round to nearest dollar)	Contract Year of Proposed Work Completion:	2022
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:	2024
Description of work: Restore and repair original origin	nal railing and balustrade above gara	ges.
☐ 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.