

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

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

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

**HISTORICAL PROPERTY CONTRACT**

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

Karen Swerdlow

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

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

1132 5th Avenue

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

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

between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and  
Karen Swerdlow (hereinafter referred to as the "Owner").

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

- (i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.
- (ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Lillian N. Gibbs Residence and located at the street address 1132 5th Avenue, Los Angeles, California 90019, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

- (iii) On \_\_\_\_\_, 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 \_\_\_\_\_ 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

Karen Swerdlow

Address

1132 5th Avenue

Los Angeles, CA 90019

**9. General Provisions.**

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

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

**10. Recordation.**

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

**11. Amendments.**

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

**12. Fees.**

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

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

**THE CITY OF LOS ANGELES, a municipal corporation:**

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: \_\_\_\_\_  
Deputy \_\_\_\_\_ Date

By: \_\_\_\_\_  
VINCENT P. BERTONI, AICP, Director of Planning \_\_\_\_\_ Date

By: \_\_\_\_\_  
Owner Signature\*  
*Karen Swerdlow* *9 May 2016*  
Print Name \_\_\_\_\_ Date

By: \_\_\_\_\_  
Owner Signature\*  
\_\_\_\_\_  
Print Name \_\_\_\_\_ Date

By: \_\_\_\_\_  
Owner Signature\*  
\_\_\_\_\_  
Print Name \_\_\_\_\_ Date

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

By: \_\_\_\_\_  
Deputy City Attorney, Office of the City Attorney \_\_\_\_\_ Date

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

# CALIFORNIA ALL-PURPOSE 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, Notary Public  
(Here insert name and title of the officer)

personally appeared Karen Swerdlow,  
 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]  
 Notary Public Signature

(Notary Public Seal)



### ADDITIONAL OPTIONAL INFORMATION

**DESCRIPTION OF THE ATTACHED DOCUMENT**  
Historical Property Contract  
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 6 Document Date 5/9/16

### INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

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

### CAPACITY CLAIMED BY THE SIGNER

- Individual ~~(s)~~
- Corporate Officer  
 \_\_\_\_\_  
 (Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other \_\_\_\_\_

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 1132 5th Avenue, Los Angeles, CA 90019
OWNER(S) OF PROPERTY: Karen Swerdlow
OWNER(S) MAILING ADDRESS: 1132 5th Avenue, Los Angeles, CA 90019
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 Club Tr BLOCK: None LOT: 101 ARB: None
Assessor Identification Number (AIN): 5081 - 012 - 016 COUNCIL DISTRICT NO.: 10
PROPERTY PURCHASE DATE: 5/2/2006 MOST RECENT ASSESSED VALUE: \$584,026.00
OWNER OCCUPIED: YES NO USE: SINGLE-FAMILY DWELLING MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL
ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? YES NA
TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? YES NO
ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPARTMENT? YES NO

HISTORICAL SIGNIFICANCE

HISTORIC-CULTURAL MONUMENT (HCM)
HCM NUMBER: HCM NAME:
CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)
HPOZ NAME: Country Club Park HISTORIC PROPERTY NAME:
ORIGINAL CONSTRUCTION DATE: 1911 ARCHITECT(S): No original permit nor print coverage.
ARCHITECTURAL STYLE: Craftsman

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

OWNER SIGNATURE: Karen Swerdlow DATE: 24 FEB 16
OWNER SIGNATURE: Karen Swerdlow DATE: 24 FEB 16
PRINT NAME: Karen Swerdlow PRINT NAME: Karen Swerdlow

EXHIBIT "A"

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1132 5th Avenue

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

Cost \$ 1,500 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2015

Description of work: 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: 2015

Description of work: 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: 2015

Description of work: Remediate termites in residence, historic mini-home (1911) and garage.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Plumbing

Cost \$ 5,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2106

Description of work: Re-plumb parts of residence and install sump pump in basement.

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1132 5th Avenue

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, **NOT modernization, 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: DrivewayCost \$ 1,500 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2016Description of work: Rehabilitate worst of driveway damage.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: TreesCost \$ 12,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2017Description of work: Trim all trees on property to keep branches off roof and leaf build-up from gutters.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Driveway, sidewalk & hardscapeCost \$ 16,500 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2018Description of work: Rehabilitate/replace cement driveway and sidewalk in kind. Rehabilitate brick pathways at rear of home.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Windows, eaves & beam endsCost \$ 22,700 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2019Description of work: Rehabilitate dry rot and termite damage in window frames, eaves and beam ends. Paint all rehabilitated surfaces.

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1132 5th Avenue

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, NOT modernization, 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: DecksCost \$ 3,500 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2020Description of work: **Rehabilitate and re-stain decks.**

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: GarageCost \$ 6,500 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2021Description of work: **Pour new concrete pad; re-roof; rehabilitate clapboards, prep and paint.**

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Historic mini-home [1911]Cost \$ 23,500 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2022Description of work: **Rehabilitate mini-historic home: Re-roof; rehabilitate clapboards; clean out & rehabilitate interior; add electricity; re-putty window; prep & paint interior & exterior.**

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: FurnaceCost \$ 12,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2023Description of work: **Replace old furnace with a new ones, zoned.**

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1132 5th Avenue

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

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

Description of work: Paint all interior surfaces.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Interior woodwork

Cost \$ 12,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2025

Description of work: There is much interior woodwork which must be routinely oiled and finally refinished.

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: \_\_\_\_\_

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

Description of work: \_\_\_\_\_

EXHIBIT "A"

**MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS****Secretary of the Interior's Standards for Rehabilitation**

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

**Property Maintenance**

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

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

**Conditions**

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

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AND WHEN RECORDED RETURN TO:

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LHREV One Bunker Hill, L.P.

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE  
HISTORIC-CULTURAL MONUMENT OR  
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601 W. 5th Street, Los Angeles, CA 90017

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

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- (iii) On March 25, 1988: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. 347 pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. \_\_\_\_\_ - \_\_\_\_\_); or, (b) The Property 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.
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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.

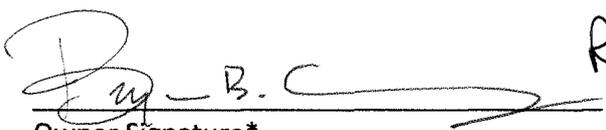
IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

**THE CITY OF LOS ANGELES, a municipal corporation:**

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: \_\_\_\_\_  
Deputy Date

By: \_\_\_\_\_  
VINCENT P. BERTONI, AICP, Director of Planning Date

By:  RP  
Owner Signature\*

By: Bryan B. Sanchez  
Print Name Manager, Date  
LHREV One Bunker Hill GP, LLC,  
its general partner  
Owner Signature\*

\_\_\_\_\_  
Print Name Date

By: \_\_\_\_\_  
Owner Signature\*

\_\_\_\_\_  
Print Name Date

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

By: \_\_\_\_\_  
Deputy City Attorney, Office of the City Attorney Date

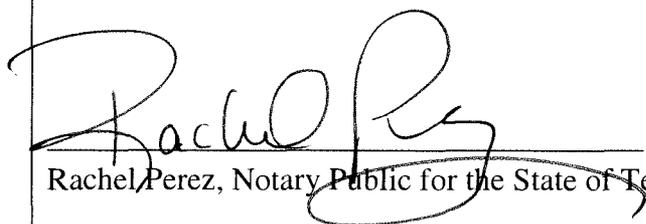
\* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

## ALL-PURPOSE ACKNOWLEDGEMENT

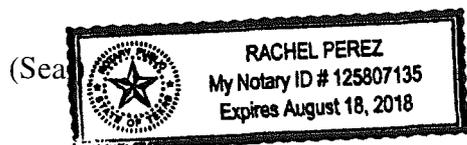
State of Texas  
County of Harris

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



CITY OF LOS ANGELES

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

MOBILE TELEPHONE: ALTERNATE TELEPHONE:

OWNER(S) EMAIL: jeff.herrera@risinggrp.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: YES NO USE: SINGLE-FAMILY DWELLING MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

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

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

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPARTMENT? YES NO

HISTORICAL SIGNIFICANCE

HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: 347 HCM NAME: One Bunker Hill Building

CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: HISTORIC PROPERTY 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.

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Tyson Strutzenberg PRINT NAME

PRINT NAME

EXHIBIT "A"

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

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

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: Lobby: Removal of security stationCost \$ 35,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2016Description 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: MechanicalCost \$ 1,200,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2016 - 2018Description of work: **Replace passenger elevator mechanisms with an upgraded system, maintaining historic cabs.**

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Elevator lobbies on six floorsCost \$ 300,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2016 - 2020Description 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 interiorsCost \$ 30,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2017Description of work: **Clean and repair as needed the historic interiors of the six passenger elevator cabs.**

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

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

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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 lightingCost \$ 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 jointsCost \$ 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 jointsCost \$ 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 upgradesCost \$ 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.

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

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

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: Main lobby ceiling repairsCost \$ 5,000 (round to nearest dollar)    Contract Year of Proposed 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 Completion: 2017-2018

Description of work: Remove greenhouse over building terrace located at fourth floor on south side of the building (main façade facing 5<sup>th</sup> St.). Restore areas of exterior wall removed. Maintain terrace as usable outdoor space.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Exterior walls: brick and limestoneCost \$ 20,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2017 and 2019

Description of work: Limited replacement of cracked and missing bricks (minor/rear facades). Repair corroded anchors and patch and clean limestone.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Exterior walls and copings: glazed terra cottaCost \$ 185,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2017, 2019-2021

Description of work: Patch spalling in glazed terra cotta at walls and copings. To be completed in two phases: 2017, and 2019 through 2021.

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

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

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: ConcreteCost \$ 5,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2017 and 2023Description of work: Rout and point cracks in concrete penthouse wall.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Exterior walls and lintels: glazed terra cottaCost \$ \$32,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2017, 2021-2023Description 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 cottaCost \$ 5,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2017-2020Description of work: Remove all abandoned anchors and patch labels.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Roof maintenanceCost \$ 50,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2017-2026Description of work: Perform regular roof maintenance at a cost of \$5,000 per year over the ten years of the plan.

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

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

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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 openingsCost \$ 175,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2018-'19; 2021-'22Description of work: Replace perimeter sealant at punched window openings and wet seal.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Exterior Walls: PenetrationsCost \$ 10,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2019Description of work: Seal any unsealed penetrations over backer rod.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Greenhouses on terracesCost \$ 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 replacementCost \$ 450,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2022-2023Description of work: Repair and replace as needed the various flat, built-up roof surfaces.

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

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

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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.

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Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: 12<sup>th</sup> Floor executive/board suiteCost \$ 30,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2020

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

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**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

Nancy Blacker Trustee

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

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

2508 9th Ave. LA, CA 90018

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

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

between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and  
25089 Revocable Trust (hereinafter referred to as the "Owner").

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

- (i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.
- (ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the HISTORICAL ADAMS RESIDENCE and located at the street address 2508 9th Ave., Los Angeles, California 90018 (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

- (iii) On N/A, \_\_\_\_\_: (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 Property was determined to be a Contributing Structure to the WEST ADAMS TERRACE Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.
- (iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

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

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

**2. Renewal.**

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

**3. Standards for Historical Property.**

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

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

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

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

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

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

#### **5. Cancellation.**

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

#### **6. Enforcement of Agreement.**

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

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

**7. Binding Effect of Agreement.**

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

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

**8. Notice.**

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

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

<b>To Owner:</b>	Name	<u>25089 Revocable Trust</u>
	Address	<u>2508 9th Ave.</u>
		<u>Los Angeles, CA 90018</u>

**9. General Provisions.**

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

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

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

**10. Recordation.**

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

**11. Amendments.**

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

**12. Fees.**

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

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

**THE CITY OF LOS ANGELES, a municipal corporation:**

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

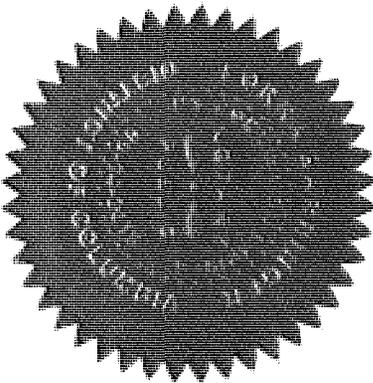
By: \_\_\_\_\_  
Deputy Date

By: \_\_\_\_\_  
VINCENT P. BERTONI, AICP, Director of Planning Date

District of Columbia: SS

Sworn to and subscribed before me on  
the 9<sup>th</sup> day of June, 2016

Lorna Barringer  
Notary Public's Signature  
My Commission Expires June 14, 2018



**Lorna Barringer**  
District of Columbia, Notary Public  
My Commission Expires  
**June 14, 2018**

By: Nancy L. Blacker  
Owner Signature\*  
Nancy Blacker, Trustee of the 25089 Revocable Trust 6/9/2016  
Print Name Date

By: \_\_\_\_\_  
Owner Signature\*  
\_\_\_\_\_  
Print Name Date

By: \_\_\_\_\_  
Owner Signature\*  
\_\_\_\_\_  
Print Name Date

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

By: \_\_\_\_\_  
Deputy City Attorney, Office of the City Attorney Date

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

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

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

OWNER(S) OF PROPERTY: 25089 Revocable Trust

OWNER(S) MAILING ADDRESS: 2508 9th Ave, LA, CA 90018

HOME TELEPHONE: (310) 435-4481 WORK TELEPHONE: (310) 458-7707

MOBILE TELEPHONE: (310) 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 Terrace Block: 11 Lot: 13 ARB: none

Assessor Identification Number (AIN): 5059 - 015 - 013 COUNCIL DISTRICT NO.: 10

PROPERTY PURCHASE DATE: Jan. 14, 2016 MOST RECENT ASSESSED VALUE: \$925,000

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

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

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

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPARTMENT? YES NO

HISTORICAL SIGNIFICANCE

HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: HCM NAME: The R.H. Adams residence

CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: West Adams Terrace HISTORIC PROPERTY NAME:

ORIGINAL CONSTRUCTION DATE: 1911 ARCHITECT(S): Arthur Heineman

ARCHITECTURAL STYLE: Arts and Crafts

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

PROPERTY CONTRACT.

Nancy L. Blacker 2/24/16

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Nancy Blacker, Trustee Of The 25089 Revocable Trust

Nancy L. Blacker PRINT NAME

PRINT NAME

EXHIBIT "A"

Revised November 2015

District of Columbia: SS Sworn to and subscribed before me on the 9th day of June, 2016 Notary Public's Signature My Commission Expires June 14, 2018

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

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

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: Ext. home / TreesCost \$ 800. (round to nearest dollar)   Contract Year of Proposed Work Completion: 0Description of work: Tree limbs that were in contact with roof or hanging near roof were trimmed away.

Maintenance    Rehabilitation/Restoration    Completed    Proposed

Building Feature: GuttersCost \$ 500. (round to nearest dollar)   Contract Year of Proposed Work Completion: 0Description of work: Gutters were cleared to allow for roof / drainage on North side of home and leaked into basement.

Maintenance    Rehabilitation/Restoration    Completed    Proposed

Building Feature: Termite Extermination (and other pests)Cost \$ 7440. (round to nearest dollar)   Contract Year of Proposed Work Completion: 0

Description of work: TERMITE WORK : \$ 960.00(Subterranean termites treatment)  
\$3,275.00(Fumigation for drywood termites)  
TOTAL: \$4,235.00 (Repairs are excluded.)  
Repairs: \$2500  
Bee Removal: \$225 / Rodent droppings/ traps noted in the attic. Have it checked/cleaned /patched \$500

Maintenance    Rehabilitation/Restoration    Completed    Proposed

Building Feature: Ext. Front (W. side)Cost \$ 1000. (round to nearest dollar)   Contract Year of Proposed Work Completion: 0Description of work: Front - W. side; repair walkways (cracks / missing bricks & stones)

EXHIBIT "A"

REHABILITATION/RESTORATION/MAINTENANCE PLAN

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Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Landscaping & Clearing Alley / Garage

Cost \$ 1500 (round to nearest dollar)    Contract Year of Proposed Work Completion: 0

Description of work: Clearing former back alley of brush and vegetation that threatens Garage structure

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: \_\_\_\_\_

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

Description of work: \_\_\_\_\_

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: \_\_\_\_\_

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

Description of work: \_\_\_\_\_

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: \_\_\_\_\_

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

Description of work: \_\_\_\_\_

EXHIBIT "A"

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

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

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Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Electrical; Full UpgradeCost \$ 15,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 1

Description of work: Complete Service Rehab: wires too close to the roof - recommend to upgrade. Main Panel is missing a secured dead-front. Many receptacles not grounded. Knob-and tube wiring is covered with attic insulation. There are exposed and irregular wiring splices. Exposed Romex type wiring needs fixing. Exposed splices, missing box covers, exposed wiring noted in the crawl space. Non grounded outlets need upgrading. GFCI outlets in all "wet" locations must be upgraded.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Int. / PlumbingCost \$ 1500 (round to nearest dollar)      Contract Year of Proposed Work Completion: 1

Description of work: Metal straps were used at ABS pipes - improper, poor workmanship ( should be approved vinyl type straps). Leak at drain line at supporting wall. Missing handle at gate valve. Missing anti-siphon valve at hose bibs. Active galvanized water supply pipes, considered to be at end of life; needs re-piping. Fix oxidation at copper pipe solder joints. Rust/corrosion on pipe connections. Rusted and cracked cast iron drain piping in the foundation crawlspace. Need TPR valve installed. No drain pipes for the pressure relief valves. Bathrooms and kitchen leaks to be repaired.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: HVAC SystemCost \$ 4000. (round to nearest dollar)      Contract Year of Proposed Work Completion: 1

Description of work: Return air for lower level furnace is located in cabinet drawer at the dining room and needs to be relocated. Missing air filter at basement heating unit & material on the ducting needs replacing.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: HardwareCost \$ 1500. (round to nearest dollar)      Contract Year of Proposed Work Completion: 1

Description of work: Repair extant and purchase/install period hardware to match – missing 8 door knob sets, plus some cabinet latches broken, etc

EXHIBIT "A"

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

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Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Air Cond / Heating SystemsCost \$ 2500 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2Description of work: Both Air Conditioning and Heating Systems need repair and maintenance.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Int. Home General RepairCost \$ 2000. (round to nearest dollar)      Contract Year of Proposed Work Completion: 2Description of work: General repair needed throughout house. Walls and ceilings have cracks and holes or minor damage at various areas - in need of patch/paint/repair. Windows won't open, doors won't stay shut, cracked windows & frames broken & falling apart, front door latch broken & damaged threshold, door jam/trim damage in sun room, door drags on floor. Tiles, Tubs, Toilets need caulking.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Roof repairsCost \$ 3800 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2Description of work: -- Tear-off and reroof area around chimney, replacing dry rot and sealing roof tie-in as needed AND installing metal base flashing/ counter-flashing at roof tie-in.  
-- Install either mortar-cap or sheet metal cap at top of chimney.  
-- Total roof - Reseal ALL tie-in areas with appropriate sealant and fiberglass membrane & installing permanent METAL FLASHING as needed.  
-- Other preventive-maintenance, as needed  
-- Evaluation to determine remaining useful life of roof

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Concrete Foundation / Earthquake MitigationCost \$ 12,000. (round to nearest dollar)      Contract Year of Proposed Work Completion: 2Description of work: -- Bolt structure per engineering 2- story standard, 9" - 12" from corners, and sill break, 6 on center, with 5/8" bolts and 3" sq. washers, or Simpson UFP 10 plates and 9" bolts.  
-- Brace cripple walls to 75 % with 1/2" sply structure 1 wood, including vents, screens, and blocking.  
-- Install steel A-35 framing anchors, 24" on center with blocking as needed  
-- Repair cracks with Simpson 618s, 3 bolts per side, including concrete patch  
-- Permit on replacement/boiling/piers, engineering and handling included, as well as cleanup.  
-- Foundation - Several pests noted which appear to be leaning / bearing poorly. In need of repair, reinforcement.  
-- Foundation vent(s) are below ground level at side elevations - which allows water to enter crawlspace. Re-grade and install proper flashing/curb ... to prevent water seepage

EXHIBIT "A"

REHABILITATION/RESTORATION/MAINTENANCE PLAN

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Maintenance  Rehabilitation/Restoration  Completed  Proposed

Building Feature: Ceiling Rafters

Cost \$ 500-1000 (round to nearest dollar) Contract Year of Proposed Work Completion: 3

Description of work: Loose Ceiling Boards in Englenook

Maintenance  Rehabilitation/Restoration  Completed  Proposed

Building Feature: Venting Chimney

Cost \$ 1000-5000 (round to nearest dollar) Contract Year of Proposed Work Completion: 3

Description of work: Water heater, heating system and kitchen range hood all vent through original brick venting chimney. Chimney needs evaluation to determine how to make it safely serve this function (repair/rebuild to such plans). It also requires a rain cap to prevent water intrusion.

Maintenance  Rehabilitation/Restoration  Completed  Proposed

Building Feature: Inglenook Flooring

Cost \$ 500-3000 (round to nearest dollar) Contract Year of Proposed Work Completion: 3

Description of work: remove non-original parquet flooring in inglenook and restore original hardwood flooring (if extant) or replicate/install new flooring to match original

Maintenance  Rehabilitation/Restoration  Completed  Proposed

Building Feature:

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

Description of work:

EXHIBIT "A"

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

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

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Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Main chimneyCost \$ 18,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 3

Description of work: The chimney flue does not have the proper wood clearances where it is routed up within the walls. There is no fire blocking in the chimney chase. The fireplace area interior walls are open. The fireplace enclosure door set is missing.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Fireplace / BookcasesCost \$ 6000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 3

Description of work: Fireplace, bookcases need to be restored to original design in newspaper description of 1911 and evidence from existing materials and other Heineman houses. Original tile material is "ironspot," which may not be available. Intact hearth floor to be retained and restored. Original mantel to be reinstalled (already stripped and restored).

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Lighting FixturesCost \$ 5000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 4

Description of work: Rebuild two ceiling light fixtures in living room to match originals (in 1911 photograph) AND purchase period/period appropriate sconces to match and install in living room, inglenook, mezzanine and above fireplace

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Doors and WindowsCost \$ 18,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 4

Description of work: Replace "updated" windows and doors throughout with 1911 appropriate style.  
New Doors: 10 (3 int, 5 ext.)  
New Windows: 13  
Existing windows: Paint removal, Weather stripping, Fixing Latches and broken windows

EXHIBIT "A"

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

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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 and West walls)  
Remove Bay windows (Ext. South wall / inglenook) and replace with architecturally correct windows  
Repair rear stairway where separating from wall and railing framing where it is partially open

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 SLAG glass to match original

Maintenance  Rehabilitation/Restoration  Completed  Proposed

Building Feature: Dining Room and Living Room

Cost \$ 9,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 5

Description of work: Repair cabinetry and shelves and replace leaded glass windows on cabinets. Restore wood throughout in both rooms, rebuilding/repairing/refinishing specialty wood details where broken, chipped, missing. Broken step at rear of mezzanine.

Maintenance  Rehabilitation/Restoration  Completed  Proposed

Building Feature: Exterior / Repair / Paint

Cost \$ 30,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 6

Description of work: Remove 1960's plaster to reveal shingles / Repair & Replace shingles / Repair Ext walls where cracked throughout and at base and around doors and windows.  
Rebuild missing roof brackets (to match early photos). PAINT EXT HOME in 1911 color scheme.

EXHIBIT "A"

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

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Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Bathroom 1 - downstairsCost \$ 15,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 7Description of work: Complete rehab from floor to ceiling of Downstairs bathroom. All fixtures and floor are not authentic to the period.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Bathroom - 2 "master bathroom"Cost \$ 15,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 7Description of work: Complete rehab from floor to ceiling of "master" bathroom. All fixtures and floor are not authentic to the period. Floor not level.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: \_\_\_\_\_

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

Description of work: \_\_\_\_\_

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: \_\_\_\_\_

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

Description of work: \_\_\_\_\_

EXHIBIT "A"

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

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

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: Living Room WindowCost \$ 1500 (round to nearest dollar)      Contract Year of Proposed Work Completion: 8Description of work: remove non-original door at base of stair, and have carpenter reframe area to accommodate replacement with new window milled to match original

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Walls and ceilings (5/8 of home)Cost \$ 10,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 8Description of work: Remove spray-on popcorn type acoustical material from plaster" and re-plaster/repaint according to 1911 color palettes

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: GarageCost \$ 20,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 8Description of work: needs finishing, int and ext. remove non-original stucco, paint exterior.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: \_\_\_\_\_

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

Description of work: \_\_\_\_\_

EXHIBIT "A"

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

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

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: Pergolas (2)Cost \$ 25,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 9Description of work: Rebuild original Pergola on south and east of home.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Front PorchCost \$ 10,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 10Description of work: restore original front porch, if feasible, if clear photos found

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: FencingCost \$ 5000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 10Description of work: Replace old fencing with architecturally appropriate.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Bathroom - 3 & 4Cost \$ 10,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 10Description of work: Restore 1911 and 1920s bathrooms; repair cracked tile floor and replace cabinets and fixtures (as necessary) with period appropriate items"

EXHIBIT "A"

REHABILITATION/RESTORATION/MAINTENANCE PLAN

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

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: Ext. Roof, Eaves, Soffits, Fascia: House & Garage

Cost \$ 40,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 11

Description of work: entire "REROOF, inc. REFRAMING and NEW GUTTER/DOWNSPOUT SYSTEM". Replace/Repair age defects/damage: sagging, rotting, peeling, deteriorating, drainage problems w/ standing water. Exposed fasteners need sealing. Multiple roof layers found. Flat roof areas have improper shingles. The gutter/downspout coverage is partial. Downspouts terminate at foundation - poor location. Need to extend away. -Some separations noted at the rafter to ridge board connections at the attic structure which appear to require repairs.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Landscaping

Cost \$ 20,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 11

Description of work: redo landscaping with period-appropriate design that also considers water-savings

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Kitchen

Cost \$ 40,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 11

Description of work: Remodeling had occurred in the 60's; needs renovation to confirm to original architects style.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: \_\_\_\_\_

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

Description of work: \_\_\_\_\_

EXHIBIT "A"

**MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS****Secretary of the Interior's Standards for Rehabilitation**

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

**Property Maintenance**

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

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

**Conditions**

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

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

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

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

**HISTORICAL PROPERTY CONTRACT**

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

J. Dorian Frankel

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

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

2895 West 15th Street

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

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

between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and  
J. Dorian Frankel (hereinafter referred to as the "Owner").

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

- (i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.
- (ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the House for E. L. Conner & Court Levi and located at the street address 2895 West 15th Street, Los Angeles, California 90006, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

- (iii) On \_\_\_\_\_ 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

J. Dorian Frankel

Address

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

By: \_\_\_\_\_  
VINCENT P. BERTONI, AICP, Director of Planning Date

By: *J. Dorian Fankel*  
Owner Signature\*  
J. Dorian Fankel 5/10/16  
Print Name Date

By: \_\_\_\_\_  
Owner Signature\*  
\_\_\_\_\_  
Print Name Date

By: \_\_\_\_\_  
Owner Signature\*  
\_\_\_\_\_  
Print Name Date

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

By: \_\_\_\_\_  
Deputy City Attorney, Office of the City Attorney Date

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

## CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT

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

State of California  
County of Los Angeles

On May 10, 2016 before me, Daniel Parseghian, Notary Public personally appeared

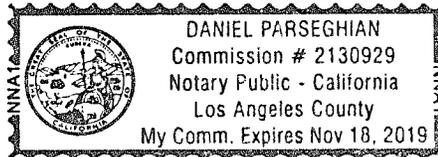
**J. Dorian Frankel** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal



Daniel Parseghian



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**

CITY OF LOS ANGELES

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:
OWNER(S) EMAIL: dorianfrankel@gmail.com ALTERNATE EMAIL:

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 NO USE: SINGLE-FAMILY DWELLING MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? YES NA
TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? YES NO
ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPARTMENT? YES NO

HISTORICAL SIGNIFICANCE

[ ] HISTORIC-CULTURAL MONUMENT (HCM)
HCM NUMBER: HCM NAME:
[ ] CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)
HPOZ NAME: Harvard Heights HISTORIC PROPERTY NAME: House for E L Conner & Court Levi
ORIGINAL CONSTRUCTION DATE: 1905 ARCHITECT(S): Frank M. Tyler
ARCHITECTURAL STYLE: Craftsman/Tudor Revival

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

OWNER SIGNATURE DATE OWNER SIGNATURE DATE
J. Dorian Frankel 2/25/16

PRINT NAME

PRINT NAME

EXHIBIT "A"

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 2895 West 15th Street

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: 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.

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 2895 West 15th Street

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, **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: Attic fan

Cost \$ 750 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2016

Description of work: Installed attic fan for better air flow and cooling.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Ceiling lights

Cost \$ 5,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2016

Description of work: Replaced 3 modern ceiling light fixtures with period appropriate ones.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Chimney/fireplace

Cost \$ 42,250 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2016

Description of work: The chimney rehabilitation is going through the planning/permitting process and fireplace must also be rehabilitated.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Foundation/seismic retrofitting

Cost \$ 54,250 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2017

Description of work: Shore up house; dig & pour new fittings, cripple wall, bolt new sill plate to foundation, dispose of soil & debris.

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 2895 West 15th Street

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: Cellar

Cost \$ 3,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2018

Description of work: Rehabilitate lathe in cellar and re-plaster.

---

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Entry door/kitchen exit door

Cost \$ 4,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2019

Description of work: Rehabilitate/replicate entry door; rehabilitate rear exit from kitchen.

---

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Electrical system

Cost \$ 13,500 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2020

Description of work: Total up-grade of electrical system needed.

---

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: North exterior deck

Cost \$ 15,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2021

Description of work: Re-build exterior deck which is in dangerous/wretched condition.

---

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 2895 West 15th Street

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, **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: Kitchen

Cost \$ 7,500 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2022

Description of work: **Replace failing kitchen sink and counter tops.**

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Exterior

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

Description of work: **Rehabilitate/replicate shingles, prep, prime, apply two coats exterior paint.**

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Attic

Cost \$ 4,500 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2024

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: 2025

Description of work: **There is a completely hideous bathroom upstairs -- the only one on the upper floor--that must be rehabilitated/replaced in part.**

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 2895 West 15th Street

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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 & rear yards

Cost \$ 12,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2026

Description of work: **Rehabilitate/replace some of rear yard landscape making it more drought tolerant and landscape front lawn with drought tolerant plants.**

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: \_\_\_\_\_

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

Description of work: \_\_\_\_\_

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: \_\_\_\_\_

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

Description of work: \_\_\_\_\_

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: \_\_\_\_\_

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

Description of work: \_\_\_\_\_

EXHIBIT "A"

**MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS****Secretary of the Interior's Standards for Rehabilitation**

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

**Property Maintenance**

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

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

**Conditions**

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

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

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

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

### HISTORICAL PROPERTY CONTRACT

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

Hrout-Tania Tina Aghassian

Henrik Khodaverdi

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

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

2251 W 20th Street, Los Angeles, CA 90018

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

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

between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and  
Hrout-Tania Tina Aghassian & Henrik Khodaverdi (hereinafter referred to as the "Owner").

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

- (i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.
- (ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Contributing Property and located at the street address 2251 W 20th Street, Los Angeles, California 90018, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

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

<b>To Owner:</b>	Name	Hrout-Tania Tina Aghassian & Henrik Khodaverdi
	Address	<u>2251 W 20th Street</u>
		<u>Los Angeles, CA 90018</u>

**9. General Provisions.**

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

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

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

**10. Recordation.**

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

**11. Amendments.**

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

**12. Fees.**

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

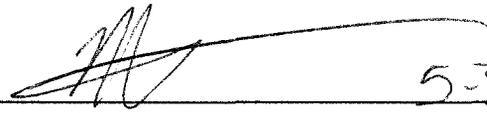
IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

**THE CITY OF LOS ANGELES, a municipal corporation:**

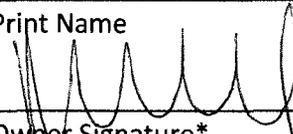
ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: \_\_\_\_\_  
Deputy Date

By: \_\_\_\_\_  
VINCENT P. BERTONI, AICP, Director of Planning Date

By:  \_\_\_\_\_ 5-31-2016  
Owner Signature\*

**Hrut-Tania Tina Aghassian**  
\_\_\_\_\_  
Print Name Date

By:  \_\_\_\_\_  
Owner Signature\*

**Henrik Khodaverdi** 5-31-2016  
\_\_\_\_\_  
Print Name Date

By: \_\_\_\_\_  
Owner Signature\*

\_\_\_\_\_  
Print Name Date

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

By: \_\_\_\_\_  
Deputy City Attorney, Office of the City Attorney Date

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of Los Angeles )

On 05-31-2016 before me, ROD RAMSEY, NOTARY PUBLIC,  
Date Here Insert Name and Title of the Officer

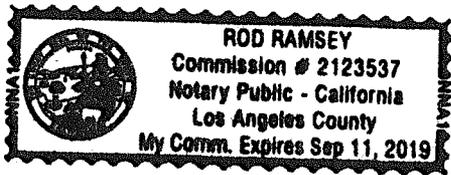
personally appeared HENRIK KHODAVERDI AND HAROUT-TANIA  
Name(s) of Signer(s)

TINA AGHASSIAN

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~~/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 Rod Ramsey  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 2251 W 20th Street, Los Angeles, CA 90018
OWNER(S) OF PROPERTY: Henrik Khodaverdi & Hrou-Tania Tina Aghassian
OWNER(S) MAILING ADDRESS: 2251 W 20th Street, Los Angeles, CA 90018
HOME TELEPHONE: WORK TELEPHONE: (310) 837-0929
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 SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? YES NA
TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? YES NO
ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPARTMENT? YES NO

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.

OWNER SIGNATURE DATE 2/21/16 OWNER SIGNATURE DATE 2/21/16
Henrik Khodaverdi Hrou-Tania Tina Aghassian
PRINT NAME PRINT NAME

EXHIBIT "A"

REHABILITATION/RESTORATION/MAINTENANCE PLAN

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

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: Interior - Wood Panels, Wainscoting, Doors, Moldings, Baseboards, Windows Wood Frames

Cost \$ 25,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2015

Description of work: Stripped many layers of existing paint to restore original woodwork using gentlest methods.

---

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Windows/Walls/Ceilings

Cost \$ 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

---

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Exterior Building Surfaces - Loose Paint

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

Description of work: Stripped old paint and repaired loose paint surfaces and repainted

---

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Wood Floors Throughout

Cost \$ 4,300 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2015

Description of work: Carpets Removed, repaired where possible, gentle buffing and refinishing using gentle methods. Staircase carpet was removed and original wood restored.

---

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

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

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: Fireplace Phase ICost \$ 2,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2015Description of work: Entire original fireplace was covered with glass tile. Glass tile was affixed with tar. Batchelder tiles cleaned using gentle methods and wood mantle stripped of paint, lightly sanded and refinished.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Garage Concrete FlooringCost \$ \$1650 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2015Description of work: Lot of the concrete flooring was missing in the Garage, desrepair corrected and resurfaced using similar paint.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: ElectricalCost \$ 10,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2015Description of work: Knob and Tube Wiring replaced  
Panel upgraded

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: 2nd Floor Jack & Jill Bathroom PlumbingCost \$ 2,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2015Description of work: Leaking plumbing /pipe repaired to avoid drainage into ceiling below.

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

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

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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 Phase ICost \$ 9,000 (round to nearest dollar)   Contract Year of Proposed Work Completion: 2019Description of work: Engage a licensed structural engineer  
Brace /retrofit foundation

Maintenance    Rehabilitation/Restoration    Completed    Proposed

Building Feature: Windows & Outside Doors with WindowsCost \$ 1,500 (round to nearest dollar)   Contract Year of Proposed Work Completion: 2020Description of work: Engage consultant to review and evaluate and propose a solution to repair  
existing windows and outside doors with windows

Maintenance    Rehabilitation/Restoration    Completed    Proposed

Building Feature: Windows- Jalousie Type (2) in BathroomCost \$ 2,000 (round to nearest dollar)   Contract Year of Proposed Work Completion: 2021Description of work: Windows replaced with original type to match rest of house

Maintenance    Rehabilitation/Restoration    Completed    Proposed

Building Feature: Windows & Outside Doors with Windows - Phase ICost \$ 5,000 (round to nearest dollar)   Contract Year of Proposed Work Completion: 2022Description of work: Repaired to be fully operable and water sealed, hardware replaced/repairs as  
required - critical Ph I windows

REHABILITATION/RESTORATION/MAINTENANCE PLAN

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

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: Southeast Bedroom Door

Cost \$ 1,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2028

Description of work: Replace with original type door, current door is out of character

Maintenance  Rehabilitation/Restoration  Completed  Proposed

Building Feature: Windows & Outside Doors with Windows - Phase II

Cost \$ 5,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2028

Description of work: Repaired to be fully operable and water sealed, hardware replaced/repairs as required

Maintenance  Rehabilitation/Restoration  Completed  Proposed

Building Feature:

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

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

Maintenance  Rehabilitation/Restoration  Completed  Proposed

Building Feature:

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

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

REHABILITATION/RESTORATION/MAINTENANCE PLAN

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

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: Belgian Brick @ Front Porch

Cost \$ 3,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2029

Description of work: Brick to be stripped of paint and reinforced where necessary

Maintenance  Rehabilitation/Restoration  Completed  Proposed

Building Feature: Wood floors repaired

Cost \$ 5,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2029

Description of work:

Maintenance  Rehabilitation/Restoration  Completed  Proposed

Building Feature:

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

Description of work:

Maintenance  Rehabilitation/Restoration  Completed  Proposed

Building Feature:

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

Description of work:

**MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS****Secretary of the Interior's Standards for Rehabilitation**

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

**Property Maintenance**

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

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

**Conditions**

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

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

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

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

**HISTORICAL PROPERTY CONTRACT**

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

Jose Elmer Cedillos

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

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

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

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

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

(LEAVE DATE BLANK UNTIL RECORDED)

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

Jose Elmer Cedillos

(hereinafter referred to as the "Owner").

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

- (i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.
- (ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Weir House and located at the street address 929 W. 23rd Street, Los Angeles, California 90007, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

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

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

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

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

**2. Renewal.**

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

**3. Standards for Historical Property.**

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

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

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

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

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

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

#### **5. Cancellation.**

City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation 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

<b>To Owner:</b>	Name	Jose Elmer Cedillos
	Address	929 W 23rd Street Los Angeles, CA 90007

**9. General Provisions.**

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

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

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

**10. Recordation.**

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

**11. Amendments.**

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

**12. Fees.**

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

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

**THE CITY OF LOS ANGELES, a municipal corporation:**

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: \_\_\_\_\_  
Deputy Date

By: \_\_\_\_\_  
VINCENT P. BERTONI, AICP, Director of Planning Date

By:   
Owner Signature\*  
Jose Elmer Cedillos  
\_\_\_\_\_  
Print Name Date

By: \_\_\_\_\_  
Owner Signature\*  
\_\_\_\_\_  
Print Name Date

By: \_\_\_\_\_  
Owner Signature\*  
\_\_\_\_\_  
Print Name Date

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

By: \_\_\_\_\_  
Deputy City Attorney, Office of the City Attorney Date

\* 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)

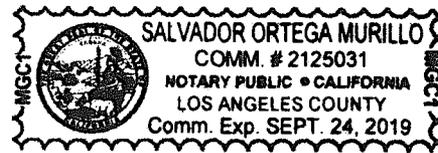
personally appeared JOSE ELMER CEDILLOS,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (is) are subscribed to the within instrument and acknowledged to me that (he) she/they executed the same in (his) her/their authorized capacity(ies), and that by (his) her/their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

Salvador Ortega Murillo  
Notary Public Signature

(Notary Public Seal)



### ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Historical Property Contract  
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 6 Document Date 04/30/2016

**CAPACITY CLAIMED BY THE SIGNER**

Individual (s)  
 Corporate Officer

\_\_\_\_\_ (Title)

Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

- This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
  - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
  - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
  - Print the name(s) of document signer(s) who personally appear at the time of notarization.
  - Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
  - The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
  - Signature of the notary public must match the signature on file with the office of the county clerk.
    - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
    - ❖ Indicate title or type of attached document, number of pages and date.
    - ❖ Indicate 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.

CITY OF LOS ANGELES

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 SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? YES • NA

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

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPARTMENT? YES • No

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 PROPERTY CONTRACT.

[Signature] 2-7-2016

OWNER SIGNATURE DATE OWNER SIGNATURE DATE  
Jose Elmer Cedillos \_\_\_\_\_

PRINT NAME PRINT NAME

EXHIBIT "A"

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

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

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: Hire structural engineerCost \$ 2,800 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2014Description of work: install lawn add additional trees and flowering plants in front and side yard install a hedge inside the front fence

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: foundation and supporting beamsCost \$ 2,400 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2014Description of work: repair damaged foundation make house level repair and replace supporting beams

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: EQ retrofitCost \$ 3,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2014Description of work: attach the wood frame house to the foundation per code

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Framing and interior floorsCost \$ 14,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2014Description of work: repair and replace water damaged framing and original subfloors

EXHIBIT "A"

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

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

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: Hire Structural EngineerCost \$ 4,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2014Description of work: To assess the house and determine corrections to damage to the building done by water, age, neglect and unpermitted alterations

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Reinforce foundation and level the sagging houseCost \$ 2,400 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2014Description of work: Repair and reinforce foundation and repair and replace as necessary supporting beams under the house that had been water damaged

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: EQ retrofitCost \$ 3,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2014Description of work: to attach the wood frame house to the foundation

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Framing and interior floorsCost \$ 14,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2014Description of work: repair and replace as necessary water damaged framing, subfloors and floors

EXHIBIT "A"

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

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

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: WindowsCost \$ 8,950 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2015Description of work: replace in appropriate glass, repair and replace broken windows, repair, restore, and replace interior and exterior window frames and trim

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Interior WallsCost \$ 9,500 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2015Description of work: repair and replace interior walls that had been damaged by water, neglect and leveling the house flooring

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: RoofCost \$ 10,650 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2015Description of work: repair damaged framing, replace plywood and apply HPOZ approved shingles to the house

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Exterior siding and trimCost \$ 5,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2015Description of work: sand and fill wood then paint in colors that had been approved by the HPOZ

EXHIBIT "A"

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

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

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: Remove unpermitted additions and alterationsCost \$ 4,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2015Description of work: remove unpermitted exterior stairs on west side of house remove unpermitted alterations to the second floor

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Electrical, plumbing and heating repair and replacementCost \$ 33,850 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2015Description of work: To repair and replace damaged and non code electrical plumbing and heating wiring, pipes and elements

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Original exterior sidingCost \$ 15,350 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2015Description of work: repair and replace original siding Create replacement siding that exactly matches the original siding which was discovered under modern siding

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Water sealing and insulationCost \$ 4,500 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2015Description of work: make sure the house is water tight to prevent future water damage and warping of the wood and remove asbestos insulation to replace with new

EXHIBIT "A"

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

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

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: Interior floorsCost \$ 22,500 (round to nearest dollar)Contract Year of Proposed Work Completion: 2015Description of work: replace floors that had been removed by the previous owner leaving only the sub floor which was heavily water damaged

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Interior stairsCost \$ 8,500 (round to nearest dollar)Contract Year of Proposed Work Completion: 2015Description of work: build new stairs in the same location as the original stairs that had been removed during the illegal alteration by the previous owner build railings and appropriate final

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Kitchen cabinetsCost \$ 15,800 (round to nearest dollar)Contract Year of Proposed Work Completion: 2015Description of work: Remove non original cabinets and counters Have the 1 original cabinet door that was found in the wall duplicated to make new cabinets and counter tops were installed

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Interior paintingCost \$ 7,500 (round to nearest dollar)Contract Year of Proposed Work Completion: 2016Description of work: paint all interior walls and surfaces

EXHIBIT "A"

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

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Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Interior woodworkCost \$ 8,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2016

Description of work: restore and repair original baseboards and 9 original doors

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: appliancesCost \$ 11,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2016

Description of work: replace damaged non working appliances

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: BathroomsCost \$ 16,800 (round to nearest dollar)Contract Year of Proposed Work Completion: 2016

Description of work: Remove damaged fixtures and cabinets and replace tile work in 3 bathrooms and restore 1 original period bathtub for master bath

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Front porchCost \$ 5,100 (round to nearest dollar)Contract Year of Proposed Work Completion: 2018

Description of work: repair and replace wood floors and siding on porch (completed) locate and install appropriate handrails for stairs (proposed)

EXHIBIT "A"

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

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Maintenance    Rehabilitation/Restoration    Completed    Proposed

Building Feature: FenceCost \$ 6,500 (round to nearest dollar)   Contract Year of Proposed Work Completion: 2018Description of work: remove existing chain link fence and gate and replace with a fence and gate approved by the HPOZ this will be a wrought iron fence probably

Maintenance    Rehabilitation/Restoration    Completed    Proposed

Building Feature: Back stair railingsCost \$ 3,000 (round to nearest dollar)   Contract Year of Proposed Work Completion: 2019Description of work: install appropriate stair rails at each to 2 existing stairs at rear of house

Maintenance    Rehabilitation/Restoration    Completed    Proposed

Building Feature: GarageCost \$ 15,000 (round to nearest dollar)   Contract Year of Proposed Work Completion: 2020Description of work: repair and replace water damaged wood and plaster to existing garage, apply siding to match house and add a new roof paint to match house

Maintenance    Rehabilitation/Restoration    Completed    Proposed

Building Feature: FoundationCost \$ 5.800 (round to nearest dollar)   Contract Year of Proposed Work Completion: 2024Description of work: repair damaged facade on existing damaged foundation stones to match existing original stones

EXHIBIT "A"

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

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

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Maintenance    Rehabilitation/Restoration    Completed    Proposed

Building Feature: LandscapingCost \$ unknown (round to nearest dollar)   Contract Year of Proposed Work Completion: 2024Description of work: install lawn add additional trees and flowering plants in front and side yard install a hedge inside the front fence

Maintenance    Rehabilitation/Restoration    Completed    Proposed

Building Feature: interior moldingsCost \$ unknown (round to nearest dollar)   Contract Year of Proposed Work Completion: 2024Description of work: make interior crown molding to match original undamaged pieces

Maintenance    Rehabilitation/Restoration    Completed    Proposed

Building Feature: interior crystal door knobs and fittingsCost \$ 3,150 (round to nearest dollar)   Contract Year of Proposed Work Completion: 2024Description of work: obtain crystal interior door knobs and mechanisms to match original for 9 doors

Maintenance    Rehabilitation/Restoration    Completed    Proposed

Building Feature: window metal interior finger gripsCost \$ unknown (round to nearest dollar)   Contract Year of Proposed Work Completion: 2026Description of work: attempt to locate metal finger grips for interior windows to match existing original metal ones

EXHIBIT "A"

**MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS****Secretary of the Interior's Standards for Rehabilitation**

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

**Property Maintenance**

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

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

**Conditions**

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

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

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

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

**HISTORICAL PROPERTY CONTRACT**

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

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.)

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

between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and  
Joel G. Delman and Mika R. Holkeboer (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 Perkins Residence and located at the street address 2176 West 24th Street, Los Angeles, California 90018, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

- (iii) On December 2, 2003: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. 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 a Contributing Structure to the West Adams Terrace Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.
- (iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

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

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

**2. Renewal.**

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

**3. Standards for Historical Property.**

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

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

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

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

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

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

#### **5. Cancellation.**

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

#### **6. Enforcement of Agreement.**

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

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

**7. Binding Effect of Agreement.**

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

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

**8. Notice.**

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

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

<b>To Owner:</b>	<b>Name</b>	Joel G. Delman and Mika R. Holkeboer
	<b>Address</b>	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.

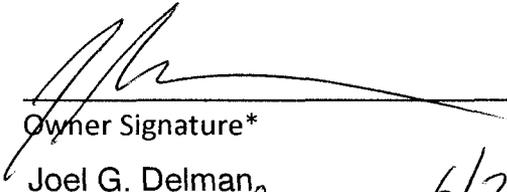
IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

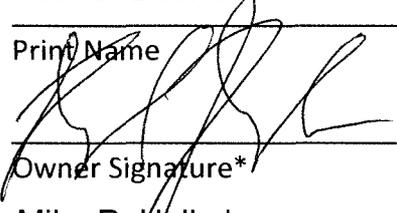
**THE CITY OF LOS ANGELES, a municipal corporation:**

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: \_\_\_\_\_  
Deputy Date

By: \_\_\_\_\_  
VINCENT P. BERTONI, AICP, Director of Planning Date

By:   
Owner Signature\*  
Joel G. Delman 6/23/16  
Print Name Date

By:   
Owner Signature\*  
Mika R. Holkeboer 6/23/16  
Print Name Date

By: \_\_\_\_\_  
Owner Signature\*  
\_\_\_\_\_  
Print Name Date

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

By: \_\_\_\_\_  
Deputy City Attorney, Office of the City Attorney Date

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

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

ACKNOWLEDGMENT

State of California  
County of Los Angeles

On 06/23/2016 before me, Seung H. Kim (notary public)  
(insert name and title of the officer)

personally appeared Joel G. Delman & MIRA R. Holkeboer  
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 [Handwritten Signature]



CITY OF LOS ANGELES

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. Holkeboer

OWNER(S) MAILING ADDRESS: 2176 West 24th Street Los Angeles, CA 90018

HOME TELEPHONE: WORK TELEPHONE: (310) 601-7167

MOBILE TELEPHONE: (773) 517-1862 ALTERNATE TELEPHONE:

OWNER(S) EMAIL: joeldelman@mac.com ALTERNATE EMAIL: joel.delman@pdt.com

PROPERTY INFORMATION

Legal Description: TRACT: Kinney Heights Tract BLOCK: 4 LOT: 8 ARB: None

Assessor Identification Number (AIN): 5058 - 006 - 006 COUNCIL DISTRICT NO.: 10

PROPERTY PURCHASE DATE: 7/31/2015 MOST RECENT ASSESSED VALUE: \$1,350,000.00

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

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

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

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPARTMENT? YES NO

HISTORICAL SIGNIFICANCE

HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: HCM NAME:

CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: West Adams Terrace HISTORIC PROPERTY NAME: John I. Perkins Residence

ORIGINAL CONSTRUCTION DATE: 1909 ARCHITECT(S): Hunt, Burns and Eager

ARCHITECTURAL STYLE: Arts & Crafts Bungalow

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

OWNER SIGNATURE DATE 2/29/16

Joel G. Delman

PRINT NAME

OWNER SIGNATURE DATE 2/29/16

Mika R. Holkeboer

PRINT NAME

EXHIBIT "A"

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Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Entire propertyCost \$ 1,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2015Description of work: Initial complete structure and property inspection, including systems

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: ElectricCost \$ 19,250 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2015Description of work: Rewire entire house

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Interior walls, patch and paintCost \$ 11,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2015

Description of work:

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Rear yard fountainCost \$ 2,100 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2016Description of work: Repair fountain -- redo all plumbing, repair motor, install new pump and filtration system

EXHIBIT "A"

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Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Foundation

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

Description of work: Engage structural engineer with historic preservation experience to inspect and evaluate existing brick foundation and make recommendations with an implementation schedule for future work (evaluation cost includes chimneys, below)

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Chimneys

Cost \$ n/a (round to nearest dollar)    Contract Year of Proposed Work Completion: 2016

Description of work: Engage structural engineer with historic preservation experience to inspect and evaluate existing brick chimneys and make recommendations with an implementation schedule for future work; either rebuild OR reline/redo mortar on bricks

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Landscape and drainage

Cost \$ 5,000 est. (round to nearest dollar)    Contract Year of Proposed Work Completion: 2016

Description of work: Engage a landscape architect to prepare a comprehensive landscape plan to resolve site drainage and water intrusion issues PLUS replacement of some existing landscaping with native/drought-tolerant plantings

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Chimneys

Cost \$ 4,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2017

Description of work: Re-support bases of both fireplaces in crawl space with fireproof structures (currently wood in direct contact with underside of fireplace)

EXHIBIT "A"

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

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Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Porches

Cost \$ 2,500 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2017

Description of work: Engage materials conservator to evaluate front and rear porch "Ironspot" tiles (original pavers) to determine how to restore tiles and mortar and, if feasible, source appropriate in-fill replacement tiles.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Exterior

Cost \$ 4,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2017

Description of work: Exterior masonry brick walls are cracked in some sections, and some mortar is deteriorated, and this needs repair (likely re-pointing primarily)

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Chimneys

Cost \$ 4,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2017

Description of work: Chimneys appear to be sandblasted; inspector recommends treatment with a sealer to prevent water-absorption (implementation of this would be determined by prior structural evaluation and plan)

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Insulation

Cost \$ 10,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2017

Description of work: Remove remnants of prior insulation and foil in attic, re-insulate attic and insulate basement

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

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 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: LandscapingCost \$ 15-20,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2017Description 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: FoundationCost \$ 60-75,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2018Description of work: Replace brick foundation with concrete, bolted and shear walls installed, with attention paid to historical requirements, per structural engineer's design and calculations

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: PorchesCost \$ 20,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2019Description of work: Repair front and rear porches and steps' structure; repair (and selectively replace, if feasible and only as necessary) original "Ironspot" tiles

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Chimney (west)Cost \$ 35,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2019Description of work: Replace west elevation chimney servicing two fireplaces above the throat area, per structural engineer's evaluation and plans, salvaging exterior bricks & saw-cutting them in half. Reline interior of chimney/fireplaces (butter mortar is failing in some sections) to restore flue integrity.

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

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 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: Chimney (east)

Cost \$ 35,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2020

Description of work: Replace east elevation chimney servicing two fireplaces above the throat area, per structural engineer's evaluation and plans, salvaging exterior bricks & saw-cutting them in half. Reline interior of chimney/fireplaces (butter mortar is failing in some sections) to restore flue integrity

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Dining room fireplace hearth

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

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: 2020

Description of work: Engage licensed roofer to evaluate remaining useful life of roof, and to do repairs, if/as necessary

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: HVAC

Cost \$ 30,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2022

Description of work: Useful life of existing HVAC systems in home and rear structure will expire; replace all systems

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

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 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: Interior wallsCost \$ 15,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2022Description of work: Repaint interior

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Interior -- hardwood floorsCost \$ 15,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2022Description of work: Refinish wood floors

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: RoofCost \$ 45,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2023Description of work: Roof was replaced in 1990; useful life is 30 years – replace roof on main house and rear structure (if needed; solar on rear would be replaced at same time)

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Exterior paintCost \$ 32,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2024Description of work: Repaint exterior of house (following proper lead certification requirements)

EXHIBIT "A"

**MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS****Secretary of the Interior's Standards for Rehabilitation**

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

**Property Maintenance**

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

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

**Conditions**

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

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

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

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

**HISTORICAL PROPERTY CONTRACT**

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

Frank O. Sotomayor 2009 Trust

Teresa Sotomayor

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

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

518 N. Avenue 53

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

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

between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and  
Frank O. Sotomayor 2009 Trust and Teresa Sotomayor (hereinafter referred to as the "Owner").

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

- (i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.
- (ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Contributing Property and located at the street address 518 N. Avenue 53, 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 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 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

<b>To Owner:</b>	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

By: \_\_\_\_\_  
VINCENT P. BERTONI, AICP, Director of Planning \_\_\_\_\_ Date

By: Teresa Sotomayor  
Owner Signature\* \_\_\_\_\_  
Teresa Sotomayor 6/11/16 <sup>b</sup>  
Print Name \_\_\_\_\_ Date

By: \_\_\_\_\_  
Owner Signature\* \_\_\_\_\_  
\_\_\_\_\_  
Print Name \_\_\_\_\_ Date

By: \_\_\_\_\_  
Owner Signature\* \_\_\_\_\_  
\_\_\_\_\_  
Print Name \_\_\_\_\_ Date

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

By: \_\_\_\_\_  
Deputy City Attorney, Office of the City Attorney \_\_\_\_\_ Date

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

**ALL-PURPOSE NOTARY 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 6/1/2016 before me, ABRAHAM KHOUREIS  
(here insert name and title of the officer)

a Notary Public, personally appeared TERESA SOTOMAYOR

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.

Abraham Khouris

Signature of Notary Public



(Notary Seal)

**OPTIONAL ENTRIES**

Title or Type of Document: Historical Property Contract

Name of Other Party(ies) Involved: Los Angeles Dept of City Planning

Date of Document: 6/1/16 No. of Pages: 6 Type of ID. Used: ADL

Company Represented: \_\_\_\_\_ Officer's Title: \_\_\_\_\_

Product Item No. 72930

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

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: \_\_\_\_\_  
Deputy Date

By: \_\_\_\_\_  
VINCENT P. BERTONI, AICP, Director of Planning Date

By: Frank O. Sotomayor  
Owner Signature\* Trustee of the  
Frank O. Sotomayor 2009 TRUST  
FRANK O. SOTOMAYOR TRUST  
Print Name Date 5-27-16

By: \_\_\_\_\_  
Owner Signature\*  
\_\_\_\_\_  
Print Name Date

By: \_\_\_\_\_  
Owner Signature\*  
\_\_\_\_\_  
Print Name Date

APPROVED AS TO FORM  
MICHAEL N. FEUER, City Attorney

By: \_\_\_\_\_  
Deputy City Attorney, Office of the City Attorney Date

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

# All-Purpose Acknowledgement



State of ARIZONA

County of PIMA

On 05/27/2016, FRANK O SOTOMAYOR, N/A

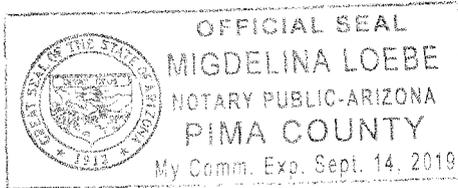
personally appeared before me, MIGDELINA LOEBE

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.

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 *Migdelina Loebe*  
Signature of Notary Public



Place notary seal above

Description of Attached Documents

Title or Type of Documents:

HISTORICAL PROPERTY CONTRACT

Document Date: 05/27/2016

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 518 N. Avenue 53, Los Angeles CA 90042

OWNER(S) OF PROPERTY: Teresa Sotomayor

OWNER(S) MAILING ADDRESS: 518 N. Avenue 53 Los Angeles CA 90042

HOME TELEPHONE: WORK TELEPHONE:

MOBILE TELEPHONE: 323 397- 7545 ALTERNATE TELEPHONE:

OWNER(S) EMAIL: missteresasotomayor@gmail.com ALTERNATE EMAIL:

PROPERTY INFORMATION

Legal Description: TRACT: Hamilton Terrace Block: Avenue 53 Lot: NE of 51 ARB: 23

Assessor Identification Number (AIN): 5469 - 023 - 023 COUNCIL DISTRICT NO.: 01

PROPERTY PURCHASE DATE: 09/2006 MOST RECENT ASSESSED VALUE: 476,000

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

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

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

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPARTMENT? YES NO

HISTORICAL SIGNIFICANCE

HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: HCM NAME:

CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: Highland Park-Garvanza HISTORIC PROPERTY NAME:

ORIGINAL CONSTRUCTION DATE: 1922 ARCHITECT(S): house kit

ARCHITECTURAL STYLE: cottage

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

Teresa Sotomayor 3/1/16

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Teresa Sotomayor

PRINT NAME PRINT NAME

EXHIBIT "A"

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 518 N. Avenue 53

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: FoundationCost \$ 2,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2017Description of work: Inspect foundation bolting; Repair as necessary

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: ExteriorCost \$ 5,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2018Description of work: Repair or replace wood siding as needed

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: RoofCost \$ 2,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2019Description of work: Investigate locations of leaks; Replace asphalt shingles as necessary

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: InsulationCost \$ 2,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2020Description of work: Insulate attic

EXHIBIT "A"

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 518 N. Avenue 53

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: InteriorsCost \$ 4,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2021Description of work: Survey interior water damage: Repair wood, plaster walls and floors as needed

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Windows/ DoorsCost \$ 2,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2022Description of work: Remove Jalouise windows and restore historical windows. Repair doors as needed

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: SystemsCost \$ 4,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2023Description of work: Inspect plumbing and electrical: repair as necessary

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: SiteCost \$ 2,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2024Description of work: Trim overhanging trees, clean gutters, repair concrete as needed and address drainage

**MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS****Secretary of the Interior's Standards for Rehabilitation**

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

**Property Maintenance**

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

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

**Conditions**

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

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 \_\_\_\_\_ 2016, by and  
(LEAVE DATE BLANK UNTIL RECORDED)

between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and  
Kalman Victor Portman (hereinafter referred to as the "Owner").

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

- (i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.
- (ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the \_\_\_\_\_ Contributing Property \_\_\_\_\_ and located at the street address \_\_\_\_\_ 6663 Bonair Place \_\_\_\_\_, Los Angeles, California \_\_\_\_\_ 90068 \_\_\_\_\_, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

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

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

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

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

**2. Renewal.**

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

**3. Standards for Historical Property.**

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

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

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

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

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

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

#### **5. Cancellation.**

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

#### **6. Enforcement of Agreement.**

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

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

**7. Binding Effect of Agreement.**

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

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

**8. Notice.**

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

**To City:**

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

**To Owner:**

Name

Kalman Victor Portman

Address

6663 Bonair Place, Los Angeles CA 90068

**9. General Provisions.**

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

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

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

**10. Recordation.**

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

**11. Amendments.**

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

**12. Fees.**

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

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

**THE CITY OF LOS ANGELES, a municipal corporation:**

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: \_\_\_\_\_  
Deputy Date

By: \_\_\_\_\_  
VINCENT P. BERTONI, AICP, Director of Planning Date

By:   
\_\_\_\_\_  
Owner Signature\*  
Kalman Victor Portman 6/1/2016  
\_\_\_\_\_  
Print Name Date

By: \_\_\_\_\_  
Owner Signature\*  
\_\_\_\_\_  
Print Name Date

By: \_\_\_\_\_  
Owner Signature\*  
\_\_\_\_\_  
Print Name Date

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

By: \_\_\_\_\_  
Deputy City Attorney, Office of the City Attorney Date

\* 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 )

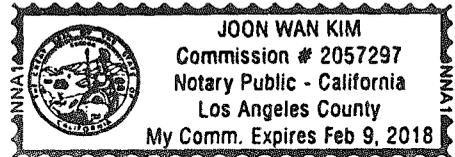
On JUNE 1, 2016 before me, Joon Wan Kim Notary Public  
(insert name and title of the officer)

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  
~~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 J P. (Seal)



CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 6663 Bonair Place, Los Angeles, CA 90068

OWNER(S) OF PROPERTY: Kalman Victor Portman

OWNER(S) MAILING ADDRESS: 6663 Bonair Place, Los Angeles, CA 90068

HOME TELEPHONE: (818) 292-0647 WORK TELEPHONE:

MOBILE TELEPHONE: (818) 292-0647 ALTERNATE TELEPHONE:

OWNER(S) EMAIL: kvport@gmail.com ALTERNATE EMAIL:

PROPERTY INFORMATION

Legal Description: TRACT: 3639 BLOCK: "None" LOT: 32 ARB: 2

Assessor Identification Number (AIN): 5575 - 011 - 012 COUNCIL DISTRICT NO.: 4

PROPERTY PURCHASE DATE: 6/12/2015 MOST RECENT ASSESSED VALUE: \$799,000.00

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

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

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

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPARTMENT? YES NO

HISTORICAL SIGNIFICANCE

HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: HCM NAME:

CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: Whitley Heights HISTORIC PROPERTY NAME:

ORIGINAL CONSTRUCTION DATE: 1925 ARCHITECT(S): Nathan L. Coleman

ARCHITECTURAL STYLE: Mediterranean Revival architecture, Spanish Colonial Revival architecture, American Craftsman

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

Kalman Victor Portman 2/28/16 Digitally signed by Kalman Victor Portman DN: cn=Kalman Victor Portman, o, ou, email=kvport@gmail.com, c=US Date: 2016.02.28 13:07:45 -08'00'

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Kalman Victor Portman

PRINT NAME PRINT NAME

EXHIBIT "A"

## 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.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

**Lot Property Lines**

Building Feature: \_\_\_\_\_

Cost \$ 5,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2017

Description of work: **Engage surveyor to survey property to determine ownership of retaining walls behind structure, and drainage culvert on easterly perimeter of the property.**

Maintenance     Rehabilitation/Restoration     Completed     Proposed

**Retaining Wall**

Building Feature: \_\_\_\_\_

Cost \$ 7,500 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2017

Description of work: **Service original river rock retaining wall: Install reinforcing bars and wire mesh in-between rocks. Cover the wall with sand and cement.**

Maintenance     Rehabilitation/Restoration     Completed     Proposed

**Retaining Walls**

Building Feature: \_\_\_\_\_

Cost \$ 10,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2018

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: \_\_\_\_\_

Cost \$ 5,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2018

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

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.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

**Foundation**

Building Feature: \_\_\_\_\_

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

Description of work: **Bolt residence to foundation (siesmic retrofit).**

Maintenance     Rehabilitation/Restoration     Completed     Proposed

**Foundation**

Building Feature: \_\_\_\_\_

Cost \$ 5,500 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2019

Description of work: **Repair/Restore the foundation deterioration in the northwesterly corner foundations, southeasterly perimeter and half of the southerly perimeter foundations.**

Maintenance     Rehabilitation/Restoration     Completed     Proposed

**Roof**

Building Feature: \_\_\_\_\_

Cost \$ 12,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2020

Description of work: **Replace roof shingles and restore/repair/ tile roof siding. Service existing gutters, downspouts, add additional drainage as needed.**

Maintenance     Rehabilitation/Restoration     Completed     Proposed

**Plumbing**

Building Feature: \_\_\_\_\_

Cost \$ 12,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2021

Description of work: **Repipe entire residence to properly sized copper to address water pressure issues due to undersized copper piping and replace any remaining galvanized piping. Restore plaster, tile, and fixtures that are removed for access.**

## 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.

---

Maintenance     Rehabilitation/Restoration     Completed     Proposed

**Subterranean Masonry (Brick) Walls**

Building Feature: \_\_\_\_\_

Cost \$ 15,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2022

Description of work: **Install a negative waterproofing application to provide relief from moisture intrusion that is evident along the northerly and easterly perimeter full height subterranean masonry (brick) walls.**

---

Maintenance     Rehabilitation/Restoration     Completed     Proposed

**Windows**

Building Feature: \_\_\_\_\_

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

Description of work: **Repair/Restore 47 wood windows, most of which currently leak during rainfall or do not shut properly. Refurbish window hardware.**

---

Maintenance     Rehabilitation/Restoration     Completed     Proposed

**Concrete Stairway / Planters**

Building Feature: \_\_\_\_\_

Cost \$ 4,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2024

Description of work: **Repair and refurbish cracked concrete of 3 story exterior staircase and rock planters.**

---

Maintenance     Rehabilitation/Restoration     Completed     Proposed

**Garage Doors**

Building Feature: \_\_\_\_\_

Cost \$ 4,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2026

Description of work: **Repair and refurbish all 4 garage doors addressing dry rot, cracking, hardware and fitment issues.**

---

EXHIBIT "A"

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.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Exterior Structure

Building Feature: \_\_\_\_\_

Cost \$ 45,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2027

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: \_\_\_\_\_

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: **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:

EXHIBIT "A"

**MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS****Secretary of the Interior's Standards for Rehabilitation**

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

**Property Maintenance**

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

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

**Conditions**

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

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

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

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

**HISTORICAL PROPERTY CONTRACT**

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

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

(LEAVE DATE BLANK UNTIL RECORDED)

between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and  
5Ten South 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 structures and improvements thereon, commonly known as the Forve-Pettebone Building and located at the street address 510-514 South Broadway, Los Angeles, California 90013-2202, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

- (iii) On June 14, 2016: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. 1125 pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. 16 - 0497); or, (b) The Property was determined to be a Contributing Structure to the NA Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.
- (iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

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

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

**2. Renewal.**

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

**3. Standards for Historical Property.**

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

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

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

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

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

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

#### **5. Cancellation.**

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

#### **6. Enforcement of Agreement.**

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

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

**7. Binding Effect of Agreement.**

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

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

**8. Notice.**

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

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

<b>To Owner:</b>	Name	<u>5ten Broadway, LLC</u>
	Address	<u>1525 S. Broadway</u>
		<u>Los Angeles, CA, 90015</u>

**9. General Provisions.**

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

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

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

**10. Recordation.**

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

**11. Amendments.**

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

**12. Fees.**

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

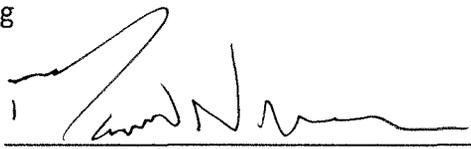
IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

**THE CITY OF LOS ANGELES, a municipal corporation:**

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: \_\_\_\_\_  
Deputy Date

By: \_\_\_\_\_  
VINCENT P. BERTONI, AICP, Director of Planning Date

By:   
Owner Signature\*

Daniel Neman, Manager 7/28/16  
Print Name of 5Ten Broadway, LLC Date

By: \_\_\_\_\_  
Owner Signature\*

\_\_\_\_\_  
Print Name Date

By: \_\_\_\_\_  
Owner Signature\*

\_\_\_\_\_  
Print Name Date

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

By: \_\_\_\_\_  
Deputy City Attorney, Office of the City Attorney Date

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California

County of Los Angeles

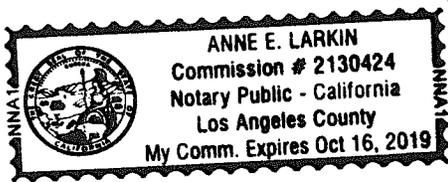
On July 28, 2016 before me, Anne E. Larkin, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Daniel Neman  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Historical Property Contract Document Date: 7/28/16  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 510 South Broadway, Los Angeles, California, 90013

OWNER(S) OF PROPERTY: 5Ten Broadway, LLC

OWNER(S) MAILING ADDRESS: 1525 South Broadway, Los Angeles, California, 90015

HOME TELEPHONE: WORK TELEPHONE: (213) 226-6454

MOBILE TELEPHONE: ALTERNATE TELEPHONE: (818)788-7954

OWNER(S) EMAIL: daniel@ryda.us ALTERNATE EMAIL: suki@chattel.us

PROPERTY INFORMATION

Legal Description: TRACT: Subdivision of the north part o Block: none Lot: 3 ARB: none

Assessor Identification Number (AIN): 5149 - 034 - 002 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: 4/23/2015 MOST RECENT ASSESSED VALUE: 3971389

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

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

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

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPARTMENT? YES No

HISTORICAL SIGNIFICANCE

HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: HCM NAME: Forve-Pettebone Building

CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: HISTORIC PROPERTY NAME: O.T. Johnson Building #2, Forv

ORIGINAL CONSTRUCTION DATE: 1905 ARCHITECT(S): Robert B. Young

ARCHITECTURAL STYLE: Early 20th Century Commercial

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

Signature and date line for Daniel Neman, 2/24/16

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Daniel Neman

PRINT NAME PRINT NAME

EXHIBIT "A"

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 510-514 South Broadway

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: Storefront

Cost \$ 60,000 (round to nearest dollar)

Contract Year of Proposed Work Completion: 2016

Description of work: Demolish existing storefront. Build new storefront based on historic photographs.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Facade

Cost \$ 47,000 (round to nearest dollar)

Contract Year of Proposed Work Completion: 2016

Description of work: Paint primary elevation. Remove paint, clean the existing brick and paint surface.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Cornice

Cost \$ 20,000 (round to nearest dollar)

Contract Year of Proposed Work Completion: 2016

Description of work: Restore the cornice, using historic photographs.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Windows

Cost \$ 50,000 (round to nearest dollar)

Contract Year of Proposed Work Completion: 2016

Description of work: Repair windows on the third, fourth and fifth floors, on the front elevation.

**EXHIBIT "A"**

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 510-514 South Broadway

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Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: WindowsCost \$ 75,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2016Description of work: Repair windows on secondary elevations. For windows that are deteriorated beyond salvage, recreate the windows based on historic patterns.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Fire escapeCost \$ 27,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2016Description of work: Rehabilitate and clean fire escapes on the north and east elevations.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: StaircaseCost \$ 19,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2016Description of work: Restore staircase and banister.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Restore elevatorCost \$ \$19,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2016Description of work: Reactivate elevator in existing shaft.

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 510-514 South Broadway

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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 RemovalCost \$ 15,850 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2016Description of work: Removal of graffiti on the interior and exterior of the building.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Seismic UpgradesCost \$ 150,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2016Description of work: Engage a structural engineer with expertise in historic buildings to evaluate condition of structural system. Implement recommended scope of work as necessary.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: RoofCost \$ 60,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2017Description of work: Remove and replace roofing material. Upgrade gutter and drainage system.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: PlumbingCost \$ 47,500 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2017Description of work: Upgrade plumbing system.

EXHIBIT "A"

**MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS****Secretary of the Interior's Standards for Rehabilitation**

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

**Property Maintenance**

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

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

**Conditions**

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

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

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

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

**HISTORICAL PROPERTY CONTRACT**

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

Vanessa Aberman

Bennett Graebner

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

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

840 S. Bronson Ave.

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

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

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

- (i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.
- (ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Contributing Property and located at the street address 840 S. Bronson Ave., Los Angeles, California 90005, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

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

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

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

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**2. Renewal.**

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

**3. Standards for Historical Property.**

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

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

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

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

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

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

#### **5. Cancellation.**

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

#### **6. Enforcement of Agreement.**

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

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

**7. Binding Effect of Agreement.**

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

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

**8. Notice.**

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

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

**To Owner:** Name 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.

**THE CITY OF LOS ANGELES, a municipal corporation:**

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: \_\_\_\_\_  
Deputy Date

By: \_\_\_\_\_  
VINCENT P. BERTONI, AICP, Director of Planning Date

By:  \_\_\_\_\_  
Owner Signature\*  
Vanessa Aberman 5/31/16  
Print Name Date

By:  \_\_\_\_\_  
Owner Signature\*  
Bennett Graebner 5/31/16  
Print Name Date

By: \_\_\_\_\_  
Owner Signature\*  
\_\_\_\_\_  
Print Name Date

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

By: \_\_\_\_\_  
Deputy City Attorney, Office of the City Attorney Date

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

# ACKNOWLEDGMENT

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

State of California

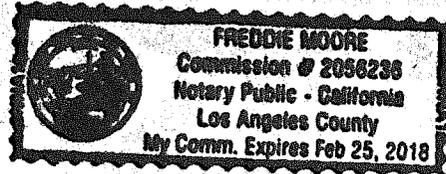
County of Los Angeles

On 5-31-2016 before me, Freddie Moore Notary Public  
(insert name and title of the officer)

personally appeared Vanessa Abernethy Burnett Graebner  
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 [Handwritten Signature]

(Seal)

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 840 S. Bronson Ave.
OWNER(S) OF PROPERTY: Vanessa Aberman and Bennett Graebner
OWNER(S) MAILING ADDRESS: 840 S. Bronson Ave. Los Angeles, CA 90005
HOME TELEPHONE: 323-936-5321 WORK TELEPHONE: 818-845-7246
MOBILE TELEPHONE: 323-273-6557 ALTERNATE TELEPHONE: 323-691-4122
OWNER(S) EMAIL: vetaberman@hotmail.com ALTERNATE EMAIL: graebner@earthlink.net

PROPERTY INFORMATION

Legal Description: TRACT: Boulevard Heights BLOCK: 5 LOT: 18 ARB:
Assessor Identification Number (AIN): 5092 005 017 COUNCIL DISTRICT NO.: 4
PROPERTY PURCHASE DATE: 06/2003 MOST RECENT ASSESSED VALUE: 837,496
OWNER OCCUPIED: YES No USE: SINGLE-FAMILY DWELLING MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL
ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? YES NA
TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? YES NO
ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPARTMENT? YES NO

HISTORICAL SIGNIFICANCE

[ ] HISTORIC-CULTURAL MONUMENT (HCM)
HCM NUMBER: HCM NAME:
[ ] CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)
HPOZ NAME: Wilshire Park HISTORIC PROPERTY NAME:
ORIGINAL CONSTRUCTION DATE: 1920 ARCHITECT(S): A.O. McGinnis
ARCHITECTURAL STYLE: Italian Renaissance Revival

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

Handwritten signatures and dates for Vanessa Aberman and Bennett Graebner, including printed names and dates.

EXHIBIT "A"

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 840 S. Bronson Ave.

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

**Foundation**

Building Feature: \_\_\_\_\_

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

Description of work: **Seismic retrofit: bolt foundation**

Maintenance     Rehabilitation/Restoration     Completed     Proposed

**Windows**

Building Feature: \_\_\_\_\_

Cost \$ 12,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2017

Description of work: **Restore and rehabilitate original casement windows**

Maintenance     Rehabilitation/Restoration     Completed     Proposed

**Exterior Wood/Wire Screens**

Building Feature: \_\_\_\_\_

Cost \$ 3,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2018

Description of work: **Restore wood and wire screens leading to crawl space**

Maintenance     Rehabilitation/Restoration     Completed     Proposed

**Roof/Parapet**

Building Feature: \_\_\_\_\_

Cost \$ 11,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2019

Description of work: **Reroof and restore the parapet to its original stucco**

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 840 S. Bronson Ave.

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

**Interior Wood Floors**

Building Feature: \_\_\_\_\_

Cost \$ 5,500 (round to nearest dollar)   Contract Year of Proposed Work Completion: 2020

Description of work: Restore and rehabilitate wood floors on first floor that are buckling due to settling

Maintenance    Rehabilitation/Restoration    Completed    Proposed

**Interior Ceilings and Walls**

Building Feature: \_\_\_\_\_

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

Description of work: Patch, sand and paint cracked and water damaged ceilings and walls in upstairs bathroom and bedroom

Maintenance    Rehabilitation/Restoration    Completed    Proposed

**Exterior**

Building Feature: \_\_\_\_\_

Cost \$ 20,000 (round to nearest dollar)   Contract Year of Proposed Work Completion: 2022

Description of work: Resurface and rehabilitate stucco to restore it to its original glory

Maintenance    Rehabilitation/Restoration    Completed    Proposed

**Garage**

Building Feature: \_\_\_\_\_

Cost \$ 35,000 (round to nearest dollar)   Contract Year of Proposed Work Completion: 2024

Description of work: Restore garage to its original look

## 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

Chapman Baehler II

Carolyn Angelica Cob-Baehler

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

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

1853 Buckingham Road

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

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

between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and  
Chapman Baehler II, Carolyn Angelica Cob-Baehler (hereinafter referred to as the "Owner").

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

- (i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.
- (ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the contributing property and located at the street address 1853 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 was determined 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.

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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.

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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.

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

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

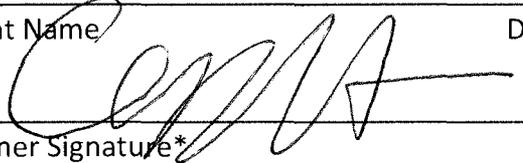
**THE CITY OF LOS ANGELES, a municipal corporation:**

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: \_\_\_\_\_  
Deputy Date

By: \_\_\_\_\_  
VINCENT P. BERTONI, AICP, Director of Planning Date

By:   
Owner Signature\*  
**Chapman Baehler II** 5/29/16  
Print Name Date

By:   
Owner Signature\*  
**Carolyn Angelica Cob-Baehler** 5/29/16  
Print Name Date

By: \_\_\_\_\_  
Owner Signature\*  
\_\_\_\_\_  
Print Name Date

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

By: \_\_\_\_\_  
Deputy City Attorney, Office of the City Attorney Date

\* 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.

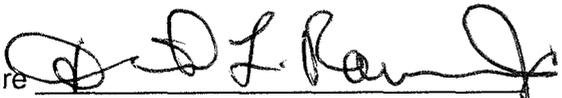
State of California  
County of Los Angeles )

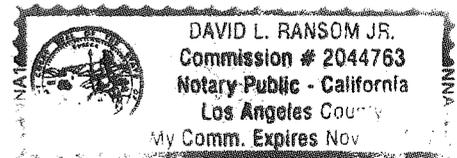
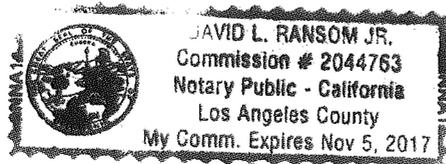
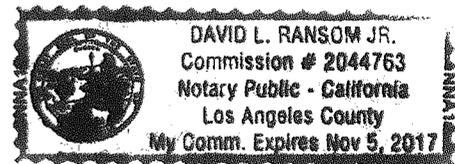
On May 29, 2016 before me, David L. Ransom Jr., Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 1853 Buckingham Road, Los Angeles, Ca 90019

OWNER(S) OF PROPERTY: Chapman Baehler and Carolyn Angelica 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: cobltd@yahoo.com

PROPERTY INFORMATION

Legal Description: TRACT: Lafayette Square Block: Blk 10 Lot: 20 ARB: none

Assessor Identification Number (AIN): 5071 - 011 - 026 COUNCIL DISTRICT NO.: 10

PROPERTY PURCHASE DATE: 1/2/2015 MOST RECENT ASSESSED VALUE: 1375013

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

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

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

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPARTMENT? YES NO

HISTORICAL SIGNIFICANCE

HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: HCM NAME:

CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: Lafayette Square HISTORIC PROPERTY NAME: Unknown

ORIGINAL CONSTRUCTION DATE: 1915 ARCHITECT(S): Unknown

ARCHITECTURAL STYLE: Craftsman

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

PROPERTY CONTRACT.

DocuSigned by: Chapman Baehler 2/28/2016

OWNER SIGNATURE DATE

Chapman Baehler

PRINT NAME

DocuSigned by: Carolyn Angelica Cob-Baehler 2/28/2016

OWNER SIGNATURE DATE

Carolyn Angelica Cob-Baehler

PRINT NAME

EXHIBIT "A"

REHABILITATION/RESTORATION/MAINTENANCE PLAN

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

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

Cost \$ 10,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2016

Description of work: prepared surfaces and re-painted interior and exterior surfaces

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Foundation/Structural System

Cost \$ 5,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2017

Description of work: Install new metal strapping, framing 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

Description of work: Engage a materials conservator to consult on the rehabilitation of masonry (brick) and plan for implementation

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

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

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

Cost \$ 10,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2018+

Description of work: Restore and maintain original woodwork in primary first floor rooms

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Fireplace/Chimney

Cost \$ 25,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2019

Description of work: Repair/Re-build fireplace to restore to working order

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Sewer Pipe

Cost \$ 8,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2019

Description of work: Replace section of sewer pipe underneath porch to the street

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Exterior Brick Elements

Cost \$ 20,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2019

Description of work: Implement conservator recommendations - investigate/monitor condition of mortar at brick walls; re-point as necessary

REHABILITATION/RESTORATION/MAINTENANCE PLAN

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

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, NOT modernization, 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 \$ 17,500 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2022

Description of work: Develop and implement landscaping 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 porch to correct current conditions of improper 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: \_\_\_\_\_

Description of work: \_\_\_\_\_

**MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS****Secretary of the Interior's Standards for Rehabilitation**

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

**Property Maintenance**

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

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

**Conditions**

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

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

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

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

## HISTORICAL PROPERTY CONTRACT

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

The Davidson Living Trust

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

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

1862 Buckingham Road

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

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

between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and  
The Davidson Living Trust (hereinafter referred to as the "Owner").

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

- (i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.
- (ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the 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 was determined 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

The Davidson Living Trust

Address

1862 Buckingham Rd

Los Angeles, CA 90019

**9. General Provisions.**

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

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

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

**10. Recordation.**

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

**11. Amendments.**

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

**12. Fees.**

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

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

**THE CITY OF LOS ANGELES, a municipal corporation:**

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: \_\_\_\_\_  
Deputy \_\_\_\_\_ Date

By: \_\_\_\_\_  
VINCENT P. BERTONI, AICP, Director of Planning \_\_\_\_\_ Date

By: Kathleen M. Davidson 5-28-16  
Owner Signature\*  
Kathleen M. Davidson, Trustee of The Davidson Living Trust 5-28-16

By: Kief Davidson 5-28-16  
Owner Signature\*  
Kief Davidson, Trustee of The Davidson Living Trust 5-28-16

By: \_\_\_\_\_  
Owner Signature\*  
\_\_\_\_\_  
Print Name \_\_\_\_\_ Date

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

By: \_\_\_\_\_  
Deputy City Attorney, Office of the City Attorney \_\_\_\_\_ Date

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

# ACKNOWLEDGMENT

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

State of California  
County of Los Angeles

On 5-31-2016 before me, Freddie Moore Notary Public  
(insert name and title of the officer)

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

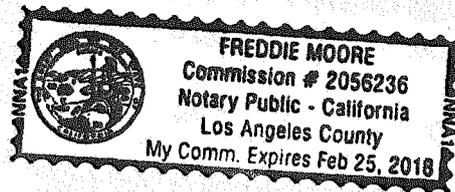
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 1862 Buckingham Rd, Los Angeles CA 90019

OWNER(S) OF PROPERTY: The Davidson Family Trust

OWNER(S) MAILING ADDRESS: 1862 Buckingham Rd, Los Angeles CA 90019

HOME TELEPHONE: (310) 428-8843 WORK TELEPHONE:

MOBILE TELEPHONE: (310) 428-8843 ALTERNATE TELEPHONE: (323) 445-8364

OWNER(S) EMAIL: kiefdavidson@gmail.com ALTERNATE EMAIL: kathleendavidson@gmail.com

PROPERTY INFORMATION

Legal Description: TRACT: Lafayette Square Block: 8 Lot: 42 ARB: None

Assessor Identification Number (AIN): 5071 - 007 - 091 COUNCIL DISTRICT NO.: 10

PROPERTY PURCHASE DATE: 5/20/2015 MOST RECENT ASSESSED VALUE: \$875,000.00

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

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

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

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPARTMENT? YES No

HISTORICAL SIGNIFICANCE

HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: HCM NAME:

CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: Lafayette Square HISTORIC PROPERTY NAME:

ORIGINAL CONSTRUCTION DATE: 1950 ARCHITECT(S): unknown

ARCHITECTURAL STYLE: Colonial Revival / Cape Cod Revival

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

Handwritten signatures and dates for Kief Davidson and Kathleen M. Davidson.

OWNER SIGNATURE DATE OWNER SIGNATURE DATE Kief Davidson 2-25-16 Kathleen M. Davidson 2-25-16

PRINT NAME PRINT NAME

EXHIBIT "A"

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1862 Buckingham Road, Los Angeles CA 90019

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: Roof and insulationCost \$ 20,048.00 (round to nearest dollar)Contract Year of Proposed Work Completion: 2015

Description of work: Original roof from 1950 had 5-8 layers of shingles and was in complete disrepair.  
Roof was replaced with cool roof shingles and full attic insulation. HPOZ approved.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: GuttersCost \$ 1452.00 (round to nearest dollar)Contract Year of Proposed Work Completion: 2015

Description of work: Gutters were replaced when the roof after roof was completed

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: DrainageCost \$ 3400.00 (round to nearest dollar)Contract Year of Proposed Work Completion: 2015

Description of work: There was no working drainage for the house or yard. Trenches dug and piping put in to remove water from the house.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Interior and exterior surfacesCost \$ 19,200 (round to nearest dollar)Contract Year of Proposed Work Completion: 2015

Description of work: Entire inside and outside of the home was repainted. Sections of the house were re stucco'd that were in bad shape. Exterior colors approved by HPOZ

EXHIBIT "A"

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

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Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Electrical SystemCost \$ 4825.00 (round to nearest dollar)Contract Year of Proposed Work Completion: 2015Description of work: Sub panel was replaced as it was old and a fire hazard. Most of the house has old wiring. Partial replacement of wiring and outlets. Remaining to be done in proposed plan.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Hazardous Material AbatementCost \$ 4300.00 (round to nearest dollar)Contract Year of Proposed Work Completion: 2015Description of work: Exposed and hazardous asbestos pipe in attic was professionally removed and air tested. Upstairs HVAC ductwork replaced due to Asbestos.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Foundation repair and earthquake boltingCost \$ 6248.00 (round to nearest dollar)Contract Year of Proposed Work Completion: 2015Description of work: small foundation under the house was repaired and house was earthquake bolted.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Wood ElementsCost \$ 2600.00 (round to nearest dollar)Contract Year of Proposed Work Completion: 2015Description of work: Full house tenting for termite infestation.

EXHIBIT "A"

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1862 Buckingham Road, Los Angeles CA 90019

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Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Backyard patio areaCost \$ 8750.00 (round to nearest dollar)Contract Year of Proposed Work Completion: 2016

Description of work: Patio area was in complete disrepair. Hazardous. Full patio rehabilitation including demolition, replacement of steps that were not to code, new tile. Removal of pergola that was crumbling.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Backyard and gardenCost \$ 12,125.00 (round to nearest dollar)Contract Year of Proposed Work Completion: 2016

Description of work: Backyard was in disrepair. Work included Backyard demolition, sprinklers installed (front and back), Garden installed, plants, grass, garage door replaced

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: WindowsCost \$ 1640.00 (round to nearest dollar)Contract Year of Proposed Work Completion: 2015

Description of work: 4 original wood windows partially restored to HPOZ specification. Windows were not able to open and were damage. Remaining windows in proposed plan.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Sewer lineCost \$ 1729.00 (round to nearest dollar)Contract Year of Proposed Work Completion: 2015

Description of work: Portion of sewer line was replaced.

EXHIBIT "A"

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1862 Buckingham Road, Los Angeles CA 90019

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Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Wood floors

Cost \$ 2661.00 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2015

Description of work: Repaired and restored wood floors. Floor boards in 2 bedrooms were torn up. New oak was put in to match. Floors buffed and polished to match.

---

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Hardware

Cost \$ 4911.00 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2015

Description of work: Rehabilitation of original hardware and installation of reproduction hardware where needed.

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Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: \_\_\_\_\_

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

Description of work: \_\_\_\_\_

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Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: \_\_\_\_\_

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

Description of work: \_\_\_\_\_

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**EXHIBIT "A"**

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1862 Buckingham road, Los Angeles CA 90019

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Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Exterior Front porch renovationCost \$ 15,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2018

Description of work: The entire front porch is in disrepair and needs a full overhaul. Front Porch rehabilitation (new steps, concrete or tile) with additional foundation and stucco repair in lower portion of house and beam/post replacement. Repainting necessary in lower front.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Landscape and HardscapeCost \$ 7500 (round to nearest dollar)Contract Year of Proposed Work Completion: 2018

Description of work: Front of house. Garden area in front of house is torn up and bare. Demolition and removal of 3 dead trees and dead plants, planting new trees and plants. Install concrete walkway from house to end of lawn.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Exterior security Door and window gateCost \$ 4500 (round to nearest dollar)Contract Year of Proposed Work Completion: 2019

Description of work: Security gate removal (1st floor windows x4 and door) repaint and door replace. Repaint areas.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: WindowsCost \$ 6400 (round to nearest dollar)Contract Year of Proposed Work Completion: 2020

Description of work: Fully restore 8 windows. Most windows do open and have cracks. Replace glass where necessary.

EXHIBIT "A"

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

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Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: FireplaceCost \$ 7000.00 (round to nearest dollar)Contract Year of Proposed Work Completion: 2021Description of work: replace and rehabilitate interior fireplace and exterior (within house)

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Garage RoofCost \$ 4000.00 (round to nearest dollar)Contract Year of Proposed Work Completion: 2022Description of work: Garage Roof repair. Water is pooling on top. Roof is old.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: ElectricalCost \$ 4000.00 (round to nearest dollar)Contract Year of Proposed Work Completion: 2023Description of work: replace old wiring .

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Sliding door in dining roomCost \$ 8500.00 (round to nearest dollar)Contract Year of Proposed Work Completion: 2024Description of work: 10 ft Sliding door removal and replace (door in need of replace). There is no working handle. Repaint.

EXHIBIT "A"

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1862 Buckingham Rd. Los Angeles CA 90019

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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 surfaces (when needed).

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: \_\_\_\_\_

Cost \$ \_\_\_\_\_ (round to nearest dollar)

Contract Year of Proposed Work Completion: \_\_\_\_\_

Description of work: \_\_\_\_\_

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: \_\_\_\_\_

Cost \$ \_\_\_\_\_ (round to nearest dollar)

Contract Year of Proposed Work Completion: \_\_\_\_\_

Description of work: \_\_\_\_\_

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: \_\_\_\_\_

Cost \$ \_\_\_\_\_ (round to nearest dollar)

Contract Year of Proposed Work Completion: \_\_\_\_\_

Description of work: \_\_\_\_\_

**EXHIBIT "A"**

**MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS****Secretary of the Interior's Standards for Rehabilitation**

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

**Property Maintenance**

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

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

**Conditions**

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

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

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

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

**HISTORICAL PROPERTY CONTRACT**

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

OWEN KYDD

MAGYN KYDD

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

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

2192 CAMBRIDGE ST., LOS ANGELES, 90006

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

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

between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and  
MAGYN KYDD, OWEN KYDD (hereinafter referred to as the "Owner").

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

- (i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.
- (ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Contributing property and located at the street address 2192 Cambridge St, Los Angeles, California 90006 (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

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

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

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

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

**2. Renewal.**

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

**3. Standards for Historical Property.**

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

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

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

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

**4. Provision of Information of Compliance.**

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

**5. Cancellation.**

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

**6. Enforcement of Agreement.**

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

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

**7. Binding Effect of Agreement.**

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

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

**8. Notice.**

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

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

**To Owner:** Name Owen and Magyn Kydd  
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.

**THE CITY OF LOS ANGELES, a municipal corporation:**

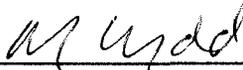
ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: \_\_\_\_\_  
Deputy Date

By: \_\_\_\_\_  
VINCENT P. BERTONI, AICP, Director of Planning Date

By:   
Owner Signature\*

Owen KYDD 5/31/16  
Print Name Date

By:   
Owner Signature\*

MAGYN KYDD 5/31/16  
Print Name Date

By: \_\_\_\_\_  
Owner Signature\*

\_\_\_\_\_  
Print Name Date

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

By: \_\_\_\_\_  
Deputy City Attorney, Office of the City Attorney Date

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California

County of Los Angeles

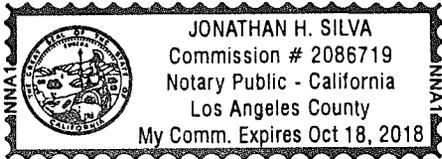
On May 31<sup>st</sup> 2016 before me, Jonathan H. Silva Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Owen Kydd, Magyn Kydd  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

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

OWNER(S) OF PROPERTY: Owen and Magyn Kydd

OWNER(S) MAILING ADDRESS: 2192 Cambridge Street, Los 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

PROPERTY INFORMATION

Legal Description: TRACT: Harvard Heights BLOCK: E LOT: 4 ARB: n/a

Assessor Identification Number (AIN): 5074 - 012 - 005 COUNCIL DISTRICT NO.: 09

PROPERTY PURCHASE DATE: July 22, 2015 MOST RECENT ASSESSED VALUE: \$792,000

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

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

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

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPARTMENT? YES NO

HISTORICAL SIGNIFICANCE

HISTORIC-CULTURAL MONUMENT (HCM) HCM NUMBER: HCM NAME:

CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ) HPOZ NAME: Harvard Heights HISTORIC PROPERTY NAME: n/a

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 DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Signature and date for Owen Kydd (Feb 25, 2016) and Magyn Kydd (Feb 25, 2016)

OWNER SIGNATURE DATE OWNER SIGNATURE DATE Owen Kydd Magyn Kydd

PRINT NAME PRINT NAME

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

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

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, NOT modernization, 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: New FoundationCost \$ \$36,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2015

## Description of work:

Property was seismically retrofitted with a new foundation including: braces, bolting, new piers and entire exterior foundation wall replacement.

Maintenance  Rehabilitation/Restoration  Completed  Proposed

Building Feature: Cast Iron Piping replacedCost \$ \$4,500 (round to nearest dollar)Contract Year of Proposed Work Completion: 2015

## Description of work:

The cast iron piping under house was replaced with new piping and re-directed to sewer line.

Maintenance  Rehabilitation/Restoration  Completed  Proposed

Building Feature: Clawfoot tub re-glazedCost \$ \$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 restoreCost \$ \$750 (round to nearest dollar)Contract Year of Proposed Work Completion: 2016

## Description of work:

Engage in a historic preservation consultant to preserve and rehabilitate wood floor boards.

EXHIBIT "A"

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

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

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, NOT modernization, 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 Shingles ReplacementCost \$ \$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 paintingCost \$ \$5,400 (round to nearest dollar)Contract Year of Proposed Work Completion: 2017

## Description of work:

Full exterior house painting including all details. Will engage a historic preservation consultant for color options.

Maintenance  Rehabilitation/Restoration  Completed  Proposed

Building Feature: Chimney retrofit or replacementCost \$ \$15,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2017

## Description of work:

Engage a structural engineer with historic preservation experience to make chimney operable.

Maintenance  Rehabilitation/Restoration  Completed  Proposed

Building Feature: Additional Chimney retrofit or removalCost \$ \$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.

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

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

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, NOT modernization, 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: Interior paintingCost \$ \$1,300 (round to nearest dollar)Contract Year of Proposed Work Completion: 2017

Description of work:

Interior painting of living room, front hallway, upstairs hallways, upstairs 2 bedrooms and 2 bathrooms

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Install Central Air ConditioningCost \$ \$5,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2018

Description of work:

Remove 4 unsightly window air conditioner units from 2nd floor windows, insulate attic ceiling &amp; install central air conditioning unit.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Interior wood trim and accentsCost \$ \$1,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2018

Description of work:

Maintain and preserve all of interior wood accents in house.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Windows RepairCost \$ \$1,800 (round to nearest dollar)Contract Year of Proposed Work Completion: 2018

Description of work:

Engage with a historic preservation consultant to repair &amp; maintain windows (12 windows).

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

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

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Maintenance  Rehabilitation/Restoration  Completed  Proposed

Building Feature: Wood Flooring kitchenCost \$ \$2,200 (round to nearest dollar)Contract Year of Proposed Work Completion: 2018

## Description of work:

Consult with a conservator and implement a plan to replace and kitchen floor with historic in-kind floor.

Maintenance  Rehabilitation/Restoration  Completed  Proposed

Building Feature: Kitchen counter top replacementCost \$ \$1,500 (round to nearest dollar)Contract Year of Proposed Work Completion: 2019

## Description of work:

Replace old counter top with in-kind historic counter.

Maintenance  Rehabilitation/Restoration  Completed  Proposed

Building Feature: Kitchen interior paintingCost \$ \$600 (round to nearest dollar)Contract Year of Proposed Work Completion: 2019

## Description of work:

Paint kitchen interior and ceiling.

Maintenance  Rehabilitation/Restoration  Completed  Proposed

Building Feature: Dining Room ceiling stucco textureCost \$ \$300 (round to nearest dollar)Contract Year of Proposed Work Completion: 2019

## Description of work:

Work with drywall contractor to smooth out stucco texture on ceiling.

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

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

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, NOT modernization, 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: Kitchen ceiling stucco textureCost \$ \$300 (round to nearest dollar)Contract Year of Proposed Work Completion: 2019

## Description of work:

Work with drywall contractor to smooth out stucco texture on ceiling.

Maintenance  Rehabilitation/Restoration  Completed  Proposed

Building Feature: Upstairs bathroom ceiling stucco textureCost \$ \$200 (round to nearest dollar)Contract Year of Proposed Work Completion: 2019

## Description of work:

Work with drywall contractor to smooth out stucco texture on ceiling.

Maintenance  Rehabilitation/Restoration  Completed  Proposed

Building Feature: Main floor bathroom replace floor tileCost \$ \$1,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2020

## Description of work:

Engage with a historic preservation consultant, to replace floor tile with an in-kind historic tile.

Maintenance  Rehabilitation/Restoration  Completed  Proposed

Building Feature: Main floor bathroom replace showerCost \$ \$2,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2020

## Description of work:

Engage with a historic preservation consultant, to replace shower with an in-kind historic tile shower.

EXHIBIT "A"

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

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

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Maintenance  Rehabilitation/Restoration  Completed  Proposed

Building Feature: Main floor bathroom wall tileCost \$ \$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 replacementCost \$ \$4,800 (round to nearest dollar)Contract Year of Proposed Work Completion: 2020

## Description of work:

Continued cloth wiring replacement and new electrical panel.

Maintenance  Rehabilitation/Restoration  Completed  Proposed

Building Feature: Dining Room support beamCost \$ \$4,500 (round to nearest dollar)Contract Year of Proposed Work Completion: 2021

## Description of work:

Insert new beam in dining room above bay window for 2nd floor support.

Maintenance  Rehabilitation/Restoration  Completed  Proposed

Building Feature: Full front fence removalCost \$ \$1,800 (round to nearest dollar)Contract Year of Proposed Work Completion: 2022

## Description of work:

Removal of front iron fence and iron driveway gate and cinderblock pillar removal.

REHABILITATION/RESTORATION/MAINTENANCE PLAN

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

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

Cost \$ 3,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2022

Description of work:

Engage with a landscape designer who has experience with historical preservation, to create comprehensive landscape plan for front yard area after fence and gates are removed.

Maintenance  Rehabilitation/Restoration  Completed  Proposed

Building Feature:

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

Description of work:

Maintenance  Rehabilitation/Restoration  Completed  Proposed

Building Feature:

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

Description of work:

Maintenance  Rehabilitation/Restoration  Completed  Proposed

Building Feature:

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

Description of work:

EXHIBIT "A"

**MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS****Secretary of the Interior's Standards for Rehabilitation**

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

**Property Maintenance**

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

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

**Conditions**

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

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

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

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

## HISTORICAL PROPERTY CONTRACT

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

Larry Barker Yust, Trustees of the Yust Family Trust

Clara Allegra Yust, Trustees of the Yust Family Trust

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

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

3600-3610 Country Club Drive

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

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

between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and  
Larry Barker Yust and Clara Allegra Yust, Trustees of the (hereinafter referred to as the "Owner").

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

- (i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.
- (ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Contributing Property and located 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.

- (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 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:**

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: \_\_\_\_\_  
Deputy Date

By: \_\_\_\_\_  
VINCENT P. BERTONI, AICP, Director of Planning Date

By: LARRY BARKER YUST 5/21/16  
Owner Signature\*  
Larry Barker Yust, Trustee of the Yust Family Trust  
\_\_\_\_\_  
Print Name Date

By: CLARA ALLEGRA YUST 5-31-16  
Owner Signature\*  
Clara Allegra Yust, Trustee of the Yust Family Trust  
\_\_\_\_\_  
Print Name Date

By: \_\_\_\_\_  
Owner Signature\*  
\_\_\_\_\_  
Print Name Date

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

By: \_\_\_\_\_  
Deputy City Attorney, Office of the City Attorney Date

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

# CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }

COUNTY OF LOS ANGELES }

On MAY 31, 2016 before me, SHEIBA RAJADAS, a  
Date (here insert name and title of the officer)

Notary Public, personally appeared LARRY BARKER JUST AND  
CLARA ALLEGRA JUST

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: [Handwritten Signature] (Seal)

OPTIONAL

Description of Attached Document

Title or Type of Document: HISTORICAL PROPERTY CONTRACT Number of Pages: 6

Document Date: \_\_\_\_\_ Other: \_\_\_\_\_

CITY OF LOS ANGELES

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

OWNER(S) EMAIL: larryyust@earthlink.net ALTERNATE EMAIL: newleafpress@earthlink.net

PROPERTY INFORMATION

Legal Description: TRACT: 496 BLOCK: 75 LOT: 19 ARB:

Assessor Identification Number (AIN): 5081 - 015 - 019 COUNCIL DISTRICT NO.: 10

PROPERTY PURCHASE DATE: 7/1/2015 MOST RECENT ASSESSED VALUE: \$1,399,000

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

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

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

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPARTMENT? YES NO

HISTORICAL SIGNIFICANCE

HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: HCM NAME:

CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: Country Club Park HISTORIC PROPERTY NAME: 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.

OWNER SIGNATURE DATE 2/22/16

Clara Yust

PRINT NAME

OWNER SIGNATURE DATE 2/22/16

Larry Yust

PRINT NAME

EXHIBIT "A"

## 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: garage doorsCost \$ 25,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2017Description of work: Replace 5 dilapidated garage doors with historically appropriate doors and hardware, possibly to match or complement the three originals on the neighboring building (3612-3616 Country Club Drive).

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: windowsCost \$ 5,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2017Description of work: Replace 6 historically inappropriate fixed / jalousie windows visible from the street with wood windows to match existing original windows. Others on the rear (sout) façade will be considered as well.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: exterior stuccoCost \$ 20,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2018Description of work: Restucco entire building and landscape walls.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: exterior paintCost \$ 20,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2018Description of work: Paint entire building exterior – stucco walls, doors, windows and landscape walls.

## 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: BalustersCost \$ 5,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2018Description of work: New balusters and caps to replace broken balusters and to meet code required height of 42".

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: CanopiesCost \$ 4,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2018Description of work: Remove four fiberglass canopies on south elevation, and repair and patch water damage at each.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: LandscapingCost \$ 7,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2017Description of work: Design and install new drought-tolerant Mediterranean landscaping to replace existing neglected and water-intensive plantings.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Concrete PathCost \$ 6,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2018Description of work: Level paths and steps between buildings.

## 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: IrrigationCost \$ 1,500 (round to nearest dollar)Contract Year of Proposed Work Completion: 2017Description of work: Install irrigation system with timers.

Maintenance    Rehabilitation/Restoration    Completed    Proposed

Building Feature: Landscape LightingCost \$ 2,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2018Description of work: Install LED landscape and exterior lighting to highlight the architecture and provide additional security for tenants.

Maintenance    Rehabilitation/Restoration    Completed    Proposed

Building Feature: BathroomsCost \$ 2,000-10,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2017 onDescription of work: Restore bathrooms with historically appropriate tile and finishes (to match original whenever possible), as units become available.

Maintenance    Rehabilitation/Restoration    Completed    Proposed

Building Feature: KitchensCost \$ 5,000-15,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2017 onDescription of work: Restore kitchens with historically appropriate tile and finishes (to match original 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:

- 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

Larry Barker Yust, Trustees of the Yust Family Trust

Clara Allegra Yust, Trustees of the Yust Family Trust

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

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

3612-3616 Country Club Drive

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

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

between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and  
Larry Barker Yust and Clara Allegra Yust, Trustees of the (hereinafter referred to as the "Owner").

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

- (i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.
- (ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Contributing Property and located at the street address 3612-3616, 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 was determined to be a Contributing Structure to the Country Club Park Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.
- (iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

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

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

**2. Renewal.**

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

**3. Standards for Historical Property.**

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

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

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

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

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

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

#### **5. Cancellation.**

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

#### **6. Enforcement of Agreement.**

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

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

<b>To Owner:</b>	<b>Name</b>	Larry Barker Yust and Clara Allegra Yust, Trustees
	<b>Address</b>	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

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

**THE CITY OF LOS ANGELES, a municipal corporation:**

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: \_\_\_\_\_  
Deputy Date

By: \_\_\_\_\_  
VINCENT P. BERTONI, AICP, Director of Planning Date

By: LARRY BARKER YUST 5/30/16  
Owner Signature\*  
Larry Barker Yust, Trustee of the Yust Family Trust  
\_\_\_\_\_  
Print Name Date

By: Clara Allegra Yust 5-31-16  
Owner Signature\*  
Clara Allegra Yust, Trustee of the Yust Family Trust  
\_\_\_\_\_  
Print Name Date

By: \_\_\_\_\_  
Owner Signature\*  
\_\_\_\_\_  
Print Name Date

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

By: \_\_\_\_\_  
Deputy City Attorney, Office of the City Attorney Date

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

# CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }

COUNTY OF Los Angeles }

On May 31, 2016 before me, SHEIBA RAJADAS, a  
Date (here insert name and title of the officer)

Notary Public, personally appeared LARRY BARKER Just AND  
CLARA ALLEGRA Just

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: [Handwritten Signature] (Seal)

OPTIONAL

Description of Attached Document

Title or Type of Document: HISTORICAL PROPERTY CONTRACT Number of Pages: 6

Document Date: \_\_\_\_\_ Other: \_\_\_\_\_

CITY OF LOS ANGELES

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

MOBILE TELEPHONE: ALTERNATE TELEPHONE: (323) 936-7044

OWNER(S) EMAIL: larryyust@earthlink.net ALTERNATE EMAIL: newleafpress@earthlink.net

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

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

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

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPARTMENT? YES NO

HISTORICAL SIGNIFICANCE

HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: HCM NAME:

CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: Country Club Park HISTORIC PROPERTY NAME: Lux Apartments

ORIGINAL CONSTRUCTION DATE: 1936 ARCHITECT(S): Arthur W. Hawes

ARCHITECTURAL STYLE: French Revival

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

OWNER SIGNATURE DATE 2/22/16 OWNER SIGNATURE DATE 2/22/16

Clara Yust Larry Yust

PRINT NAME PRINT NAME

EXHIBIT "A"

## 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: BalustersCost \$ 10,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2018Description of work: New Balusters and caps to replace broken balusters and to meet code required height of 42".

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: IronworkCost \$ 5,500 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2017Description of work: Replace/repair wrought iron handrails where needed.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: LandscapingCost \$ 7,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2017Description of work: Design and install new drought-tolerant, terraced Mediterranean landscaping to replace existing neglected and water-intensive plantings.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: IrrigationCost \$ 1,500 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2017Description of work: Install irrigation system with timers.

## 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: Garage DoorsCost \$ 20,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2017Description of work: Replace dilapidated original doors with new wood doors designed to match the originals.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: WindowsCost \$ 12,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2017Description of work: Replace 12 historically inappropriate aluminum sliders and jalousie windows with wood windows to match originals.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Exterior stuccoCost \$ 20,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2018Description of work: Restucco entire building and landscape walls.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Exterior PaintCost \$ 20,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2018Description of work: Paint entire building exterior – stucco walls, doors, windows and landscape walls.

EXHIBIT "A"

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

Description of work: **Install LED landscape and exterior lighting to highlight the architecture and 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

Description of work: **Restore bathrooms with historically appropriate tile and finishes (match original existing whenever possible), as units become available.**

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

Description of work: **Restore kitchens with historically appropriate tile and finishes, (match original existing whenever possible), as units become available.**

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: \_\_\_\_\_

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

Description of work: \_\_\_\_\_

**MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS****Secretary of the Interior's Standards for Rehabilitation**

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

**Property Maintenance**

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

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

**Conditions**

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

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

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

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

**HISTORICAL PROPERTY CONTRACT**

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

Larry Barker Yust, Trustees of the Yust Family Trust

Clara Allegra Yust, Trustees of the Yust Family Trust

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

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

3620-3624 Country Club Drive

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

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

between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and  
Larry Barker Yust and Clara Allegra Yust, Trustees of the (hereinafter referred to as the "Owner").

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

- (i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.
- (ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Contributing Property and located 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 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 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:**

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: \_\_\_\_\_  
Deputy Date

By: \_\_\_\_\_  
VINCENT P. BERTONI, AICP, Director of Planning Date

By: LARRY BARKER YUST 5/31/16  
Owner Signature\*  
Larry Barker Yust, Trustees of the Yust Family  
\_\_\_\_\_  
Print Name Date

By: CLARA ALLEGRA YUST 5-31-16  
Owner Signature\*  
Clara Allegra Yust, Trustees of the Yust Family  
\_\_\_\_\_  
Print Name Date

By: \_\_\_\_\_  
Owner Signature\*  
\_\_\_\_\_  
Print Name Date

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

By: \_\_\_\_\_  
Deputy City Attorney, Office of the City Attorney Date

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

# CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }

COUNTY OF Los Angeles }

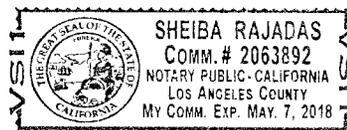
On MAY 31, 2016 before me, SHEIBA RAJADAS, a  
Date (here insert name and title of the officer)

Notary Public, personally appeared LARRY BARKER JUST AND  
CLARA ALLEGRA JUST

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: [Handwritten Signature] (Seal)

OPTIONAL

Description of Attached Document

Title or Type of Document: HISTORICAL PROPERTY CONTRACT Number of Pages: 6

Document Date: \_\_\_\_\_ Other: \_\_\_\_\_

CITY OF LOS ANGELES

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

OWNER(S) EMAIL: larryyust@earthlink.net ALTERNATE EMAIL: newleafpress@earthlink.net

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

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

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

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPARTMENT? YES NO

HISTORICAL SIGNIFICANCE

HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: HCM NAME:

CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: Country Club Park HISTORIC PROPERTY NAME: Lux Apartments

ORIGINAL CONSTRUCTION DATE: 1936 ARCHITECT(S): Arthur W. Hawes

ARCHITECTURAL STYLE: French Revival

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

OWNER SIGNATURE DATE 2/22/16

Clara Yust

PRINT NAME

OWNER SIGNATURE DATE 2/22/16

Larry Yust

PRINT NAME

EXHIBIT "A"

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 3620-3624 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: RoofCost \$ 7,920 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2016Description of work: Replaced section of roof that had caused severe water damage.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: IronworkCost \$ 2,500 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2016Description of work: Replaced missing sections of wrought iron railings at stairways.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Garage doorsCost \$ 15,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2017Description of work: Replace two garage doors with new doors designed to match the originals.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: WindowsCost \$ 13,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2018Description of work: Replace 13 historically inappropriate aluminum sliders and jalousie windows with wood windows to match originals.

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 3620-3624 Country Club Drive

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Maintenance    Rehabilitation/Restoration    Completed    Proposed

Building Feature: PaintCost \$ 25,000 (round to nearest dollar)   Contract Year of Proposed Work Completion: 2018Description of work: Paint entire building exterior – stucco walls, doors, windows and landscape walls.

Maintenance    Rehabilitation/Restoration    Completed    Proposed

Building Feature: BalustersCost \$ 11,000 (round to nearest dollar)   Contract Year of Proposed Work Completion: 2018Description of work: New balusters and caps to replace broken balusters and to meet code required height of 42".

Maintenance    Rehabilitation/Restoration    Completed    Proposed

Building Feature: LandscapingCost \$ 7,000 (round to nearest dollar)   Contract Year of Proposed Work Completion: 2017Description of work: Design and install new drought-tolerant, terraced Mediterranean landscaping to replace existing neglected and water-intensive plantings.

Maintenance    Rehabilitation/Restoration    Completed    Proposed

Building Feature: IrrigationCost \$ 1,500 (round to nearest dollar)   Contract Year of Proposed Work Completion: 2017Description of work: Install irrigation system with timers.

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 3620-3624 Country Club Drive

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Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Landscape lightingCost \$ 2,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2018Description of work: Install LED landscape and exterior lighting to highlight the architecture and provide additional security for tenants.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: FencingCost \$ 8,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2018Description of work: New wrought iron fencing along south side of property to replace existing chain link fence.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: BathroomsCost \$ 2,000-10,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2017 onDescription of work: Restore bathrooms with historically appropriate tile and finishes, (match original existing whenever possible), as units become available.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: KitchensCost \$ 5,000-15,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2017 onDescription of work: Restore kitchens with historically appropriate tile and finishes, (match original existing whenever possible), as units become available.

EXHIBIT "A"

**MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS****Secretary of the Interior's Standards for Rehabilitation**

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- c. Stagnant water or open excavations.
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**Conditions**

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RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

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

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

## HISTORICAL PROPERTY CONTRACT

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

Todd Grabarsky

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

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

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

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

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016, by and  
(LEAVE DATE BLANK UNTIL RECORDED)  
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and  
Todd Grabarsky (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 Michel Residence and located at the street address 1216 / 1218 S. Crescent Heights Blvd., Los Angeles, California 90035 (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

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

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

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

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

**2. Renewal.**

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

**3. Standards for Historical Property.**

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

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

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

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

**4. Provision of Information of Compliance.**

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

**5. Cancellation.**

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

**6. Enforcement of Agreement.**

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

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

**7. Binding Effect of Agreement.**

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

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

**8. Notice.**

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

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

**To Owner:** Name Todd Grabarsky  
Address 1216 S. Crescent Heights Blvd.  
Los Angeles, CA 90035

**9. General Provisions.**

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

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

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

**10. Recordation.**

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

**11. Amendments.**

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

**12. Fees.**

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

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

**THE CITY OF LOS ANGELES, a municipal corporation:**

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: \_\_\_\_\_  
Deputy Date

By: \_\_\_\_\_  
VINCENT P. BERTONI, AICP, Director of Planning Date

By:  \_\_\_\_\_  
Owner Signature\*  
**Todd Grabarsky** 5/20/16  
Print Name Date

By: \_\_\_\_\_  
Owner Signature\*  
\_\_\_\_\_  
Print Name Date

By: \_\_\_\_\_  
Owner Signature\*  
\_\_\_\_\_  
Print Name Date

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

By: \_\_\_\_\_  
Deputy City Attorney, Office of the City Attorney Date

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

## ACKNOWLEDGMENT

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

State of California  
County of Los Angeles )

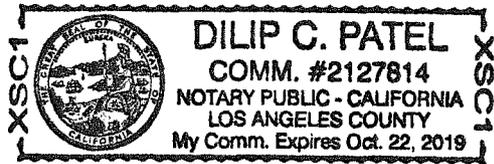
On MAY 20, 2016 before me, DILIP C. PATEL "NOTARY PUBLIC"  
(insert name and title of the officer)

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.

Signature *D. Patel* (Seal)



*See attached "HISTORICAL PROPERTY CONTRACT"*

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

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

OWNER(S) OF PROPERTY: Todd Grabarsky

OWNER(S) MAILING ADDRESS: 1216 S. Crescent Heights Blvd.; Los Angeles, CA 90035

HOME TELEPHONE: (310) 779-9729 WORK TELEPHONE:

MOBILE TELEPHONE: (310) 779-9729 ALTERNATE TELEPHONE:

OWNER(S) EMAIL: todd.grabarsky@gmail.com ALTERNATE EMAIL:

PROPERTY INFORMATION

Legal Description: TRACT: 7603 Block: none Lot: 464 + 465 ARB: none

Assessor Identification Number (AIN): 5087 - 016 - 026 COUNCIL DISTRICT NO.: 5

PROPERTY PURCHASE DATE: 8/29/2014 MOST RECENT ASSESSED VALUE: \$1,089,500.00

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

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

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

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPARTMENT? YES NO

HISTORICAL SIGNIFICANCE

HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: HCM NAME:

CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: South Carthay HISTORIC PROPERTY NAME: The Michel Residence

ORIGINAL CONSTRUCTION DATE: 1933 ARCHITECT(S):

ARCHITECTURAL STYLE: Spanish Colonial Revival

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

Signature and date for Todd Grabarsky: 2/23/16

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Todd Grabarsky

PRINT NAME PRINT NAME

EXHIBIT "A"

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

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     Proposed

Building Feature: ChimneysCost \$ 16,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2017Description of work: Rehabilitate damage on chimneys in both units of duplex from 1994 Northridge Earthquake including: rebuilding fireboxes, smoke chambers, fix cracks in chimney

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: ChimneysCost \$ 2,500 (round to nearest dollar)Contract Year of Proposed Work Completion: 2018Description of work: Engage structural engineer with historic preservation experience to inspect and evaluate chimney for long-lasting structural integrity and seismic damage prevention

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: FoundationCost \$ 4,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2018Description of work: Engage structural engineer with historic preservation experience to inspect and evaluate foundation of residence to make recommendations for a safety and preservation schedule for future work

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: FoundationCost \$ 10,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2019Description of work: Bolt foundation according to structural engineer's rehabilitation and preservation plan



REHABILITATION/RESTORATION/MAINTENANCE PLAN

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  Proposed

Building Feature: Garage

Cost \$ 3,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2022

Description of work: Engage structural engineer with historic preservation experience to inspect and evaluate foundation of garage to make recommendations for a safety and preservation schedule for future work.

Maintenance  Rehabilitation/Restoration  Completed  Proposed

Building Feature: Garage

Cost \$ 8,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2022

Description of work: Bolt foundation and implement other rehabilitation recommendations according to structural engineer's rehabilitation and preservation plan

Maintenance  Rehabilitation/Restoration  Completed  Proposed

Building Feature: Garage

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 historic nature

Maintenance  Rehabilitation/Restoration  Completed  Proposed

Building Feature: Hardscape / site

Cost \$ 12,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2023

Description of work: Retain and rehabilitate existing concrete where possible; where deteriorated, replace concrete in-kind; apply surface retarder to new concrete to ensure compatibility and durability

REHABILITATION/RESTORATION/MAINTENANCE PLAN

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

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: External Staircases

Cost \$ 2,500 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2024

Description of work: Retain structural engineer with historic preservation experience to analyze structure of external staircases leading to upstairs duplex unit, and devise historic preservation plan

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Maintenance     Rehabilitation/Restoration     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 concrete on stairs; replace in-kind concrete where needed; rehabilitate safety railing

---

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 designer to evaluate interior finishes and flooring to devise a historic preservation plan

---

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Interiors

Cost \$ 12,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2025

Description of work: Refinish original hardwood flooring--using historically accurate materials--in both units of duplex; implement other rehabilitation / restoration plan according to recommendations designer

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REHABILITATION/RESTORATION/MAINTENANCE PLAN

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     Proposed

Building Feature: Plumbing Systems

Cost \$ 5,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2026

Description of work: Complete comprehensive inspection of all plumbing systems (in both units) to determine and address water leakage causes and issues

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Plumbing and Electrical Systems

Cost \$ 18,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2026

Description of work: Replace / repair plumbing and electrical systems ensuring minimal penetrations into interior walls; match penetration patches seamlessly to adjacent materials

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: \_\_\_\_\_

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

Description of work: \_\_\_\_\_

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: \_\_\_\_\_

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

Description of work: \_\_\_\_\_

EXHIBIT "A"

**MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS****Secretary of the Interior's Standards for Rehabilitation**

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

**Property Maintenance**

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

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

**Conditions**

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

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

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

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

**HISTORICAL PROPERTY CONTRACT**

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

Richard O. Magram

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

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

4784 Cromwell Avenue

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

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

between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and  
Richard O. Magram (hereinafter referred to as the "Owner").

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

- (i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.
- (ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Welfer Residence and located at the street address 4784 Cromwell Avenue, Los Angeles, California 90027 (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

- (iii) On \_\_\_\_\_ May 25, 2016 : (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. TBD pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. 16-0266 ); or, (b) The Property was determined to be a Contributing Structure to the N/A Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.
- (iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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**3. Standards for Historical Property.**

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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.

#### **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.

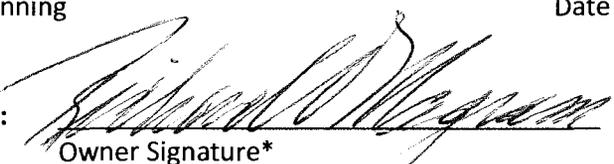
IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

**THE CITY OF LOS ANGELES, a municipal corporation:**

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: \_\_\_\_\_  
Deputy Date

By: \_\_\_\_\_  
VINCENT P. BERTONI, AICP, Director of Planning Date

By:   
Owner Signature\*  
**Richard O. Magram**  
Print Name Date

*see  
Attached  
Acknowledgment*

By: \_\_\_\_\_  
Owner Signature\*  
\_\_\_\_\_  
Print Name Date

By: \_\_\_\_\_  
Owner Signature\*  
\_\_\_\_\_  
Print Name Date

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

By: \_\_\_\_\_  
Deputy City Attorney, Office of the City Attorney Date

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of Los Angeles )

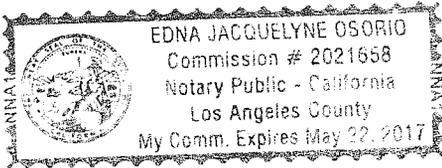
On May 18, 2016 before me, Edna Jacquelyne Osorio Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Richard O. Magram  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Edna Osorio  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Historical Property Contract Document Date: 5/18/16  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

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

OWNER(S) OF PROPERTY: Richard O. Magram

OWNER(S) MAILING ADDRESS: 4784 Cromwell Avenue, Los Angeles, CA 90027

HOME TELEPHONE: (310) 850-6875 WORK TELEPHONE: (310) 850-6875

MOBILE TELEPHONE: (310) 850-6875 ALTERNATE TELEPHONE:

OWNER(S) EMAIL: richmagram@gmail.com ALTERNATE EMAIL:

PROPERTY INFORMATION

Legal Description: TRACT: Tract No. 3733 Block: N/A Lot: 28 ARB: N/A

Assessor Identification Number (AIN): 5588 - 016 - 027 COUNCIL DISTRICT NO.: 4

PROPERTY PURCHASE DATE: 12/6/2006 MOST RECENT ASSESSED VALUE: \$ 1,400,000

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

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? 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 FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPARTMENT? YES NO

HISTORICAL SIGNIFICANCE

HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: HCM NAME: Welfer Residence

CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: HISTORIC PROPERTY NAME:

ORIGINAL CONSTRUCTION DATE: 1922 ARCHITECT(S): Adolph F. Leicht

ARCHITECTURAL STYLE: Spanish Colonial Revival

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

Handwritten signature of Richard O. Magram and date 2/16/16

OWNER SIGNATURE

DATE

OWNER SIGNATURE

DATE

Richard O. Magram

PRINT NAME

PRINT NAME

EXHIBIT "A"

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

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

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, NOT modernization, 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: Living room terraceCost \$ 1,000.00 (round to nearest dollar)   Contract Year of Proposed Work Completion: 2014Description of work: Re-tile terrace in kind and seal it to prevent leakage..

Maintenance    Rehabilitation/Restoration    Completed    Proposed

Building Feature: Plumbing hardware in downstairs bath.Cost \$ 472.00 (round to nearest dollar)   Contract Year of Proposed Work Completion: 2014Description of work: Replace corn out plumbing fixtures in downstairs bathroom.

Maintenance    Rehabilitation/Restoration    Completed    Proposed

Building Feature: Dining room windows.Cost \$ 975.00 (round to nearest dollar)   Contract Year of Proposed Work Completion: 2015Description of work: Replace jalousie windows in dining room with correct single-glaze casement windows per original architectural plans.

Maintenance    Rehabilitation/Restoration    Completed    Proposed

Building Feature: Living room windows.Cost \$ 1,200.00 (round to nearest dollar)   Contract Year of Proposed Work Completion: 2015Description of work: Replace jalousie windows in living room with correct single-glaze casement windows per original architectural plans.

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

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

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, NOT modernization, 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: Asphalt flat roof.Cost \$ 20,000.00 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2017Description of work: Replace asphalt flat roof, which is over 20 years old and starting to leak.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: French drain system.Cost \$ 5,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2018Description of work: Install French drain system in front of house to prevent water from entering foundation.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Master bedroom windows.Cost \$ 3,500.00 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2019Description of work: Remove aluminum windows and jams. Replace with period correct single-glaze wooden windows following original architectural plans.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Master bedroom central window.Cost \$ 3,000.00 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2019Description of work: Replace large central fixed-pane window with period correct wooden window and jamb per original architectural plans.

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

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

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, NOT modernization, 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: Guest bedroom sliding balcony door.Cost \$ 5,000.00 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2020Description of work: Convert existing sliding aluminum door to a set of period-correct single-glazed wooden French doors.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Stucco around replaced bedroom door.Cost \$ 3,000.00 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2020Description of work: Repair stucco around newly installed master bedroom windows and guest bedroom balcony door to match existing historic stucco.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Exterior paintCost \$ 20,000.00 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2021Description of work: Repaint exterior of house.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Family room jalousie windows.Cost \$ 3,500.00 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2022Description of work: Replace large pair of first floor family room jalousie windows with period correct single-glazed wooden windows per original architectural plans.

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

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

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, NOT modernization, 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: First floor bathroom jalousie windows.Cost \$ 1,500.00 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2022Description of work: Replace first floor bathroom jalousie windows with period correct single-glazed wooden windows per original architectural plans.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Upper hallway jalousie windows.Cost \$ 3,000.00 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2023Description of work: Replace large hallway jalousie windows with period correct single-glazed wooden windows per original architectural plans.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Second floor bathroom jalousie windows.Cost \$ 1,500.00 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2023Description of work: Replace second floor bathroom jalousie windows with period correct single-glazed wooden windows per original architectural plans.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Hardwood floors for entire house.Cost \$ 8,000.00 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2024Description of work: Gently sand and restore hardwood floors throughout entire house.

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

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

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

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

Description of work: Restore and repair main magnesite staircase and living room steps.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Plumbing.

Cost \$ 6,000.00 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2026

Description of work: Replace existing aging waste pipes and water pipes throughout house where needed.

Maintenance     Rehabilitation/Restoration     Completed     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 and 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 rusted 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

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

**HISTORICAL PROPERTY CONTRACT**

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

**5715 - 5717 N. Figueroa, LLC**

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

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

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

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

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

(LEAVE DATE BLANK UNTIL RECORDED)

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").

(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 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 City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. \_\_\_\_\_ pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. \_\_\_\_\_ - \_\_\_\_\_); or, (b) The Property was determined to be a Contributing Structure to the 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

<b>To Owner:</b>	Name	<u>5715 - 5717 N. Figueroa, LLC</u>
	Address	<u>530 S. Hewitt St. #144</u> <u>Los Angeles, CA 90013</u>

**9. General Provisions.**

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

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

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

**10. Recordation.**

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

**11. Amendments.**

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

**12. Fees.**

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

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

**THE CITY OF LOS ANGELES, a municipal corporation:**

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: \_\_\_\_\_  
Deputy Date

By: \_\_\_\_\_  
VINCENT P. BERTONI, AICP, Director of Planning Date

By:  \_\_\_\_\_  
Owner Signature\*

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

David Walker - Managing Member  
\_\_\_\_\_  
Print Name Date

By: \_\_\_\_\_  
Owner Signature\*

\_\_\_\_\_  
Print Name Date

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

By: \_\_\_\_\_  
Deputy City Attorney, Office of the City Attorney Date

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

# ACKNOWLEDGMENT

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

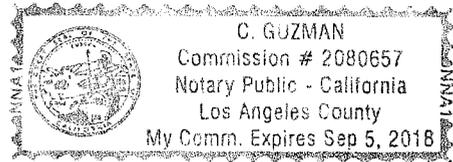
State of California  
County of Los Angeles

On MAY 26, 2016 before me, C. GUZMAN, NOTARY PUBLIC personally appeared DAVID WALKER, 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)



CULTURAL HERITAGE COMMISSION APPLICATION FOR EXEMPTION FROM LIMITATION ON ELIGIBILITY FOR HISTORICAL PROPERTY CONTRACT

Los Angeles Administrative Code § 19.142 "Limitations on Eligibility" provides that:

...eligibility for Historical Property Contracts shall be limited... to buildings or structures with a pre-contract assessed valuation of \$1,500,000 or less for Single-Family dwellings, and \$3,000,000 or less for Multi-Family residential, commercial or industrial buildings, unless the individual property is granted an exemption from those limits by the Cultural Heritage Commission.

The Cultural Heritage Commission may grant exemption from the limitations imposed by this Section when:

- (a) granting the exemption will assist in the preservation of a structure (including unusual and/or excessive maintenance requirements) that would otherwise be in danger of demolition, substantial alteration or relocation; and
(b) the structure is an exceptional Historic-Cultural Monument or Contributing Structure to an HPOZ; and
(c) granting the exemption will not cause the cumulative loss of property tax revenue to the City to exceed \$2,000,000 annually.

- 1. NAME: 5715 - 5717 N. Figueroa, LLC
2. ADDRESS: 530 S. Hewitt 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 copy of your most recent tax bill): \$ 3,400,000
6. EXEMPTION CRITERION: Granting the exemption will assist in the preservation of a structure that would otherwise be in danger of demolition, substantial alteration or relocation. A Historic Structure Report prepared for the property is attached.

I, 5715 - 5717 N. Figueroa, 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 25 day of May, 2016, at Los Angeles, California.

5715 - 5717 N. Figueroa, LLC
its manager: 5715 - 5717 N. Figueroa Manager, LLC
its manager: Engine Real Estate, LLC
David Walker - Managing Member

[Handwritten Signature]

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

CITY OF LOS ANGELES

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

OWNER(S) EMAIL: jeffrey@engineeralestate.com ALTERNATE EMAIL: david@engineeralestate.com

PROPERTY INFORMATION

Legal Description: TRACT: Ralph Rogers - Subdivision BLOCK: None LOT: 18 & 19 ARB: None

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: Yes No USE: SINGLE-FAMILY DWELLING MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

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

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? Yes No

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPARTMENT? Yes No

HISTORICAL SIGNIFICANCE

HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: HCM NAME:

CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: Highland Park-Garvanza HISTORIC PROPERTY NAME: 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.

Signature and date: 02/21/2016

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

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

PRINT NAME David Walker - Managing Member PRINT NAME

EXHIBIT "A"

REHABILITATION/RESTORATION/MAINTENANCE PLAN

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.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

**Structural system**

Building Feature: \_\_\_\_\_

Cost \$ 612,600 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2016

Description of work: **Strengthen and replace moment frames on basement, first floor, and second floor levels. Strengthen Roof and Floor diaphragms. Excavate, Repour, underpin and strengthen Foundations.**

Maintenance     Rehabilitation/Restoration     Completed     Proposed

**Exterior walls**

Building Feature: \_\_\_\_\_

Cost \$ 12,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2016

Description of work: **Repair, reseal, and clean brick and cast concrete as needed (using gentlest means possible, pressure washing at less than 400 psi).**

Maintenance     Rehabilitation/Restoration     Completed     Proposed

**Windows with existing sash**

Building Feature: \_\_\_\_\_

Cost \$ 20,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2016

Description of work: **Repair existing historic window sash to maximum extent feasible. Any replacement sash to match existing. Remove any existing security grills. Repair Windows in clerestory.**

Maintenance     Rehabilitation/Restoration     Completed     Proposed

**Plumbing**

Building Feature: \_\_\_\_\_

Cost \$ 70,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2016

Description of work: **Repair and Replace plumbing systems to entire building**

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 5715-5717 N. Figueroa Street, Los Angeles, CA

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

Roof

Building Feature: \_\_\_\_\_

Cost \$ 70,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Repair and Replace

Maintenance  Rehabilitation/Restoration  Completed  Proposed

MEP systems

Building Feature: \_\_\_\_\_

Cost \$ 354,800 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Inspect mechanical, electrical, and plumbing systems, including elevator, to ensure functionality and safety. Make repairs as needed.

Maintenance  Rehabilitation/Restoration  Completed  Proposed

Fire Sprinkler Systems

Building Feature: \_\_\_\_\_

Cost \$ 45,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Update and improve fire sprinkler systems and life safety systems

Maintenance  Rehabilitation/Restoration  Completed  Proposed

Elevator

Building Feature: \_\_\_\_\_

Cost \$ 170,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Repair, Replace and upgrade elevator core, machine room and elevator

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 5715-5717 N. Figueroa Street, Los Angeles, CA

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

Storefront and bulkheads

Building Feature: \_\_\_\_\_

Cost \$ 40,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Construct new storefronts while preserving existing brick and granite bulkheads to maximum extent feasible.

Maintenance  Rehabilitation/Restoration  Completed  Proposed

Wood Floors

Building Feature: \_\_\_\_\_

Cost \$ 12,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Retain and repair existing wood floor at first floor.

Maintenance  Rehabilitation/Restoration  Completed  Proposed

Interior walls

Building Feature: \_\_\_\_\_

Cost \$ 20,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Repair, reseal, and clean brick interior walls as needed (using gentlest means possible, pressure washing at less than 400 psi.

Maintenance  Rehabilitation/Restoration  Completed  Proposed

Tin ceilings

Building Feature: \_\_\_\_\_

Cost \$ 5,500 (round to nearest dollar) Contract Year of Proposed Work Completion: 2016

Description of work: Retain and repair existing tin ceiling at first floor.

PG 03

EXHIBIT "A"

REHABILITATION/RESTORATION/MAINTENANCE PLAN

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.

Maintenance  Rehabilitation/Restoration  Completed  Proposed

Frank's Camera roof and projecting wall signs

Building Feature: \_\_\_\_\_

40,000

Cost \$ \_\_\_\_\_ (round to nearest dollar) Contract Year of Proposed Work Completion: 2016 & 2017

Description of work: Retain, repair, and clean as needed existing Frank's Camera roof and projecting wall signs.

Maintenance  Rehabilitation/Restoration  Completed  Proposed

Exterior walls

Building Feature: \_\_\_\_\_

5,000

Cost \$ \_\_\_\_\_ (round to nearest dollar) Contract Year of Proposed Work Completion: every 5 ye

Description of work: Clean exterior walls using gentlest means possible, pressure washing at less than 400 psi.

Maintenance  Rehabilitation/Restoration  Completed  Proposed

Gutters and downspouts

Building Feature: \_\_\_\_\_

800

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

Description of work: Clean gutters and downspouts as needed to ensure ongoing operability

Maintenance  Rehabilitation/Restoration  Completed  Proposed

Windows and doors

Building Feature: \_\_\_\_\_

1,200

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

Description of work: Evaluate conditions, including any weather-stripping, regularly to ensure building remains weather-tight, prohibiting moisture intrusion.

PG 04

EXHIBIT "A"

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 5715-5717 N. Figueroa Street, Los Angeles, CA

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, NOT modernization, 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 [checked] Rehabilitation/Restoration [ ] Completed [ ] Proposed [checked]
Roof
Building Feature:
Cost \$1500 (round to nearest dollar) Contract Year of Proposed Work Completion: annually
Description of work: Inspect roof and make repairs as needed.

Maintenance [checked] Rehabilitation/Restoration [ ] Completed [ ] Proposed [checked]
MEP systems
Building Feature:
Cost \$1500 (round to nearest dollar) Contract Year of Proposed Work Completion: annually
Description of work: Inspect mechanical, electrical, and plumbing systems, including elevator, to ensure functionality and safety. Make repairs as needed.

Maintenance [checked] Rehabilitation/Restoration [ ] Completed [ ] Proposed [checked]
Exterior walls
Building Feature:
Cost \$800 (round to nearest dollar) Contract Year of Proposed Work Completion: every 5 yrs
Description of work: Repaint and/or reseal building exterior as needed.

Maintenance [checked] Rehabilitation/Restoration [ ] Completed [ ] Proposed [checked]
Structural system
Building Feature:
Cost \$2500 (round to nearest dollar) Contract Year of Proposed Work Completion: every 5 yrs
Description of work: Evaluate structural integrity, including of foundation, roofing, load-bearing members, and seismic retrofit work, such as bracing, moment frames, and through bolts

**MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS****Secretary of the Interior's Standards for Rehabilitation**

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

**Property Maintenance**

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

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

**Conditions**

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

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

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

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

## HISTORICAL PROPERTY CONTRACT

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

Schmidt Family 2014 Trust

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

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

1115 South Gramercy Place

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

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016, by and  
(LEAVE DATE BLANK UNTIL RECORDED)  
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and  
Schmidt Family 2014 Trust (hereinafter referred to as the "Owner").  
(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

- (i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.
- (ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Hastings Residence and located 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 "Plan") for the Property is attached hereto, marked as Exhibit "A", and is incorporated herein by this reference.

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

<b>To Owner:</b>	Name	<u>Schmidt Family 2014 Trust</u>
	Address	<u>1115 South Gramercy Place</u>
		<u>Los Angeles, CA 90019</u>

**9. General Provisions.**

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

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

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

**10. Recordation.**

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

**11. Amendments.**

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

**12. Fees.**

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

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

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: \_\_\_\_\_  
Deputy \_\_\_\_\_ Date

By: \_\_\_\_\_  
VINCENT P. BERTONI, AICP, Director of Planning \_\_\_\_\_ Date

By:   
Owner Signature\*

Richard Louis Schmidt, Settlor; Trustee 05/20/16  
Print Name Date OF THE

By:   
Owner Signature\*

Dona Kathryn Sweet Schmidt, Settlor & Trustee 5/20/16  
Print Name Date OF THE SCHMIDT FAMILY 2014 TRUST

By: \_\_\_\_\_  
Owner Signature\*

\_\_\_\_\_  
Print Name Date

APPROVED AS TO FORM  
MICHAEL N. FEUER, City Attorney

By: \_\_\_\_\_  
Deputy City Attorney, Office of the City Attorney \_\_\_\_\_ Date

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



CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 1115 South Gramercy Place, Los Angeles, CA 90019

OWNER(S) OF PROPERTY: Schmidt Family 2014 Trust

OWNER(S) MAILING ADDRESS: 1115 South Gramercy Place, Los Angeles, CA 90019

HOME TELEPHONE: (323) 732-3041 WORK TELEPHONE: (323) 737-1087

MOBILE TELEPHONE: (323) 793-4007 ALTERNATE TELEPHONE: (213) 718-9786

OWNER(S) EMAIL: game7@speakeasy.net [Rich] ALTERNATE EMAIL: kathisweet@yahoo.com [Kathi]

PROPERTY INFORMATION

Legal Description: TRACT: TR 3843 BLOCK: None LOT: 24 ARB: None

Assessor Identification Number (AIN): 5081 - 026 - 013 COUNCIL DISTRICT NO.: 10

PROPERTY PURCHASE DATE: 9/12/2003 MOST RECENT ASSESSED VALUE: \$761,017.00

OWNER OCCUPIED: Yes No USE: SINGLE-FAMILY DWELLING MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

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

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

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPARTMENT? YES NO

HISTORICAL SIGNIFICANCE

HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: HCM NAME:

CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: Country Club Park HISTORIC PROPERTY NAME: Hastings Residence

ORIGINAL CONSTRUCTION DATE: 1923 ARCHITECT(S): Winchton L. Risley

ARCHITECTURAL STYLE: English Revival

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

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Richard Louis Schmidt Dona Kathryn Sweet Schmidt

PRINT NAME PRINT NAME

EXHIBIT "A"

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1115 South Gramercy Place

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: Seismic retrofittingCost \$ 7,400 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2015Description of work: Seismic retrofit the residence.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: ElectricalCost \$ 10,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2015Description of work: Upgrade electric system throughout the residence.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: PlumbingCost \$ 1,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2015Description of work: Copper upgrade from residence to street.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: WindowsCost \$ 2,500 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2015Description of work: Windows rehabilitated, preped/painted.

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1115 South Gramercy Place

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Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Interior surfacesCost \$ 7,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2016Description of work: Prep/paint all interior surfaces.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: TreesCost \$ 4,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2016Description of work: Trim all trees in the rear yard of 10,000 sq ft lot.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Light fixtures/hardwareCost \$ 3,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2016Description of work: Many light fixtures in house require rehabilitation. Heating grates, door & window hardware need to be rehabilitated/replaced.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: GuttersCost \$ 4,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2017Description of work: An underground gutter system that flows to the street requires rehabilitation & is currently inoperative. In addition, sections of exterior gutters need to be replaced.

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1115 South Gramercy Place

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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 landscape/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 is its huge back yard and it has been neglected for many years. A drought tolerant plan needs to be designed & implemented. On addition, all outdoor lighting needs to be replaced.

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: Awnings at the rear of the residence are deteriorating and need to be replaced. Rear of house faces west and awnings are necessary to protect house from sun and heat.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Pull-down screens/interior of windows

Cost \$ 10,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2018

Description of work: 37 paired casements; 13 one-over-one sash windows; 13 inoperable roller screens. Must take windows out of frames, rehabilitate, rehabilitate roller screens; reinstall; the whole plastered/painted.

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1115 South Gramercy Place

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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 of residenceCost \$ 10,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2019Description of work: The house requires a new prep/paint job. Windows will require special attention including reglazing of some.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Ground floor bathroomCost \$ 7,500 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2020Description of work: The previous owner did a poor job renovating the downstairs bathroom. Since it is not original & also ugly this historian believes that making it presentable should count as a project.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: GarageCost \$ 12,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2021Description of work: "The garage is in really bad shape" -- the owner. It is cracked at the foundation line & to the north of the paired barn doors, which must be duplicated. Needs stucco rehabilitation; new electric, doors rehung; window rehabilitated. This structure has suffered the most neglect.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: ChimneyCost \$ 10,000+ (round to nearest dollar)    Contract Year of Proposed Work Completion: 2022Description of work: The chimney is cracked on the exterior and needs to be rehabilitated and brought up to code.

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1115 South Gramercy Place

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: HVAC

Cost \$ 10,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2023

Description of work: Old gravity heater at end of life cycle. Must be replaced. Asbestos must be removed from heating ducts. AC to be added.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Kitchen

Cost \$ 20,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2024

Description of work: Kitchen also was poorly remodeled by previous owner. Owner wishes to render it presentable by replacing counter tops, cabinet doors & lighting.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Plumbing

Cost \$ 5,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2025

Description of work: Replace all interior galvanized plumbing with copper plumbing.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Fireplace

Cost \$ 5,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2026

Description of work: Restore fireplace to original design & functionality.

EXHIBIT "A"

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1115 South Gramercy Place

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

Maintenance Rehabilitation/Restoration Completed Proposed

Building Feature: Master bathroom

Cost \$ 10,000 (round to nearest dollar) Contract Year of Proposed Work Completion: 2027

Description of work: The master bedroom is in the worst shape -- the owner. The weakened floor must be replaced & the cracked walls rehabilitated. It also needs a new combination tub/shower installed.

Maintenance Rehabilitation/Restoration Completed Proposed

Building Feature:

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

Description of work:

Maintenance Rehabilitation/Restoration Completed Proposed

Building Feature:

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

Description of work:

Maintenance Rehabilitation/Restoration Completed Proposed

Building Feature:

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

Description of work:

EXHIBIT "A"

**MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS****Secretary of the Interior's Standards for Rehabilitation**

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

**Property Maintenance**

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

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

**Conditions**

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

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

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

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

**HISTORICAL PROPERTY CONTRACT**

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

\_\_\_\_\_  
Kimo Allen Proudfoot

\_\_\_\_\_  
Julianne Zirkle Larsen

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

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

\_\_\_\_\_  
4550 Griffin Avenue

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

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

(LEAVE DATE BLANK UNTIL RECORDED)

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

\_\_\_\_\_  
Kimo Allen Proudfoot and Julianne Zirkle Larsen

(hereinafter referred to as the "Owner").

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

- (i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.
- (ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the \_\_\_\_\_ Stafford House \_\_\_\_\_ and located at the street address \_\_\_\_\_ 4550 Griffin Avenue \_\_\_\_\_, Los Angeles, California \_\_\_\_\_ 90031 \_\_\_\_\_, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

- (iii) On \_\_\_\_\_ October 6 \_\_\_\_\_, 2010 : (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. N/A pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. 10 - 2331 ); or, (b) The Property was determined to be a Contributing Structure to the Highland Park-Garvanza Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.
- (iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

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

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

**2. Renewal.**

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

**3. Standards for Historical Property.**

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

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

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

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

**4. Provision of Information of Compliance.**

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

**5. Cancellation.**

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

**6. Enforcement of Agreement.**

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

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

**7. Binding Effect of Agreement.**

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

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

**8. Notice.**

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

**To City:**

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

**To Owner:**

Name

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.

**THE CITY OF LOS ANGELES, a municipal corporation:**

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: \_\_\_\_\_  
Deputy Date

By: \_\_\_\_\_  
VINCENT P. BERTONI, AICP, Director of Planning Date

By:   
Owner Signature\*  
Kimo Allen Proudfoot 5/27/16  
Print Name Date

By:   
Owner Signature\*  
Julianne Zirkle Larsen 5/27/16  
Print Name Date

By: \_\_\_\_\_  
Owner Signature\*  
\_\_\_\_\_  
Print Name Date

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

By: \_\_\_\_\_  
Deputy City Attorney, Office of the City Attorney Date

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of Los Angeles )

On 27<sup>th</sup> May 2016 before me, Yousef Hosseini,  
Date Here Insert Name and Title of the Officer

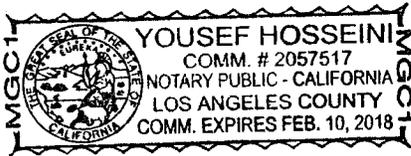
personally appeared Julianne Zirkle Larsen & Kimo Allen Proudfoot  
Name(s) of Signer(s)

[Handwritten signatures]

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 [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: HISTORICAL PROPERTY CONTRACT

Document Date: 5.27.2016 Number of Pages: 6

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

CITY OF LOS ANGELES

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

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

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

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPARTMENT? YES NO

HISTORICAL SIGNIFICANCE

HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: HCM NAME:

CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: Highland Park-Garvanza HISTORIC PROPERTY NAME: 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 PROPERTY CONTRACT.

OWNER SIGNATURE DATE 1/25

Kimo Proudfoot

PRINT NAME

OWNER SIGNATURE DATE 1/25

Julianne Larsen

PRINT NAME

EXHIBIT "A"

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

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

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: 2nd-story unit entry deck/balcony.Cost \$ 17,000.00 (round to nearest dollar)   Contract Year of Proposed Work Completion: 2015Description of work: Waterproof and repair 2nd-story deck and exterior shingle cladding

Maintenance    Rehabilitation/Restoration    Completed    Proposed

Building Feature: FoundationCost \$ 12,000.00 (round to nearest dollar)   Contract Year of Proposed Work Completion: 2016Description of work: Bolt and secure foundation.

Maintenance    Rehabilitation/Restoration    Completed    Proposed

Building Feature: PlumbingCost \$ 10,000.00 (round to nearest dollar)   Contract Year of Proposed Work Completion: 2017Description of work: Fix leak under house, replace and update existing original outflow plumbing.

Maintenance    Rehabilitation/Restoration    Completed    Proposed

Building Feature: Garage roofCost \$ 5,000.00 (round to nearest dollar)   Contract Year of Proposed Work Completion: 2019Description of work: Replace existing flat roof and add historically accurate banister.

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

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

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: Retaining wall along Northeast property line.Cost \$ 40,000.00 (round to nearest dollar)   Contract Year of Proposed Work Completion: 2020Description of work: Replace seriously leaning retaining wall along Northeast property line.

Maintenance    Rehabilitation/Restoration    Completed    Proposed

Building Feature: Exterior 3-foot shingle cladding.Cost \$ 30,000.00 (round to nearest dollar)   Contract Year of Proposed Work Completion: 2021Description of work: Restore and replace as needed original exterior shingle cladding.

Maintenance    Rehabilitation/Restoration    Completed    Proposed

Building Feature: WindowsCost \$ 15,000.00 (round to nearest dollar)   Contract Year of Proposed Work Completion: 2022Description of work: Replace newer windows with historically accurate vintage windows.

Maintenance    Rehabilitation/Restoration    Completed    Proposed

Building Feature: GarageCost \$ 25,000.00 (round to nearest dollar)   Contract Year of Proposed Work Completion: 2023Description of work: Restore/replace exterior shingle cladding as needed and rehab and restore original concrete slab and walls.

REHABILITATION/RESTORATION/MAINTENANCE PLAN

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

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: Fireplace

Cost \$ 7,500.00 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2023

Description of work: Restore fireplace mantle and hearth to its original design.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Chimney

Cost \$ 10,000.00 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2023

Description of work: Restore chimney to working condition.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Built-in cement planters

Cost \$ 5,000.00 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2024

Description of work: Replace existing crumbling built-in cement planters in kind.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Interior doors

Cost \$ 2,500.00 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2025

Description of work: Replace later interior doors with historically accurate vintage doors.

REHABILITATION/RESTORATION/MAINTENANCE PLAN

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

Use this form to propose all preservation work necessary 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: Flooring

Cost \$ 15,000.00 (round to nearest dollar)

Contract Year of Proposed Work Completion: 2026

Description of work: Replace newer laminate floors with historically accurate oak hardwood floors.

Maintenance  Rehabilitation/Restoration  Completed  Proposed

Building Feature:

Cost \$ (round to nearest dollar)

Contract Year of Proposed Work Completion:

Description of work:

Maintenance  Rehabilitation/Restoration  Completed  Proposed

Building Feature:

Cost \$ (round to nearest dollar)

Contract Year of Proposed Work Completion:

Description of work:

Maintenance  Rehabilitation/Restoration  Completed  Proposed

Building Feature:

Cost \$ (round to nearest dollar)

Contract Year of Proposed Work Completion:

Description of work:

**MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS****Secretary of the Interior's Standards for Rehabilitation**

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

**Property Maintenance**

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

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

**Conditions**

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

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

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

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

### HISTORICAL PROPERTY CONTRACT

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

Bonnis Properties Cal LP

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

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

701 S. Hill Street

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

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

between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and  
Bonnis Properties Cal LP (hereinafter referred to as the "Owner").

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

- (i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.
- (ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Foreman & Clark Building and located at the street address 701 S. Hill Street, Los Angeles, California 90014, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

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

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

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

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

**2. Renewal.**

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

**3. Standards for Historical Property.**

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

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

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

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

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

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

#### **5. Cancellation.**

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

#### **6. Enforcement of Agreement.**

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

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

**7. Binding Effect of Agreement.**

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

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

**8. Notice.**

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

**To City:**

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

**To Owner:**

Name

Bonnis Properties Cal LP

Address

#300-526 Granville Street

Vancouver, B.C. Canada V6C 1W6

**9. General Provisions.**

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

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

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

**10. Recordation.**

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

**11. Amendments.**

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

**12. Fees.**

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

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

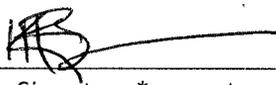
**THE CITY OF LOS ANGELES, a municipal corporation:**

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: \_\_\_\_\_  
Deputy Date

By: \_\_\_\_\_  
VINCENT P. BERTONI, AICP, Director of Planning Date

Please see attached  
CA Notarial Certificate  
for Notarization.

By:  \_\_\_\_\_  
Owner Signature\* **Kyra Kos Kerry Bunnis**  
Bonnis Properties Cal LP 5/31/2016 **Principal**  
Print Name Date

By: \_\_\_\_\_  
Owner Signature\*  
\_\_\_\_\_  
Print Name Date

By: \_\_\_\_\_  
Owner Signature\*  
\_\_\_\_\_  
Print Name Date

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

By: \_\_\_\_\_  
Deputy City Attorney, Office of the City Attorney Date

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

# ACKNOWLEDGMENT

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

State of California  
County of Los Angeles )

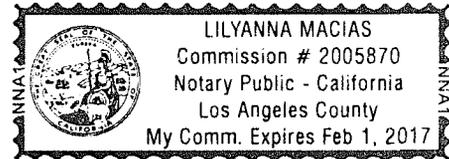
On May 31, 2016 before me, Lilyanna Macias, Notary Public  
(insert name and title of the officer)

personally appeared Kyrakos Kemy Bennis,  
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 Lilyanna Macias (Seal)



CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 701 S. Hill Street, Los Angeles, CA 90014

OWNER(S) OF PROPERTY: Bonnis Properties Cal LP

OWNER(S) MAILING ADDRESS: #300-526 Granville Street, Vancouver, B.C. CANADA V6C 1W6

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: \$ 52.5 mil

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

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

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

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPARTMENT? YES NO

HISTORICAL SIGNIFICANCE

HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: 953 HCM NAME: Foreman & Clark Building

CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: HISTORIC PROPERTY NAME:

ORIGINAL CONSTRUCTION DATE: 1929 ARCHITECT(S): Curlett & Beelman

ARCHITECTURAL STYLE: Art Deco/Neo-Gothic

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

Handwritten signature and date 5/31/16

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

K. Kerry Bonnis

PRINT NAME PRINT NAME

EXHIBIT "A"

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 701 S. Hill Street

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: StructuralCost \$ 235,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2017Description of work: Retain structural engineer to develop plans to seismically strengthen the building.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: ArchitecturalCost \$ 525,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2017Description of work: Retain architect to develop plans to adaptively reuse the building.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Architectural StoneCost \$ 40,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2017Description of work: Retain qualified contractor to assess the condition of the architectural stone and develop specifications to clean, repair, and replace as necessary.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: WindowsCost \$ 25,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2017Description of work: Retain qualified contractor to assess the condition of the windows and develop specifications to repair or replace as necessary

EXHIBIT "A"

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 701 S. Hill Street

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: HVAC

Cost \$ 2,000,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2018

Description of work: Install new central system. All ducts and runs will be concealed in public and semi-public spaces.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Electrical

Cost \$ 1,700,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2018

Description of work: Replace all systems including panels and distribution. All conduit will be concealed in public and semi-public spaces.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Plumbing

Cost \$ 1,000,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2018

Description of work: Replace all systems. Remove common restrooms. Install new plumbing for ground floor tenant(s) and new dwelling units on upper floors.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Elevators

Cost \$ 1,000,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2018

Description of work: Replace non-original cabs and repair equipment.

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 701 S. Hill Street

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Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Structure

Cost \$ 2,500,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2018

Description of work: Reinforce structure with new concrete shear walls in several locations from basement to roof. Locations will avoid impacts on character-defining spaces and features.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Architectural Stone (north and east facades)

Cost \$ 350,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2018

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: 2018

Description of work: Power wash to remove soil, remove and patch damaged concrete as necessary, prep, and re-paint.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Windows

Cost \$ 1,000,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2018

Description of work: Repair as necessary for operability, scrape and repaint frames. Replace in-kind those beyond repair. Reglaze all windows with laminated glass.

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 701 S. Hill Street

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: Roof

Cost \$ 250,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2018

Description of work: Replace roof material and cover with raised deck system for new lounge area.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Ground Floor (north and east facades)

Cost \$ 250,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2018

Description of work: Rehabilitate street-facing elevations of ground floor to accommodate new tenants and to improve integrity of original design.

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 with more compatible system for reconfigured 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 improvements and reconfigure space for new retail and restaurant tenants.

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 701 S. Hill Street

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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, removed staircase #2, construct new staircase.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Corridors

Cost \$ 250,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2018

Description of work: Preserve wainscotting, moldings, and doors where present; restore where missing; locations of doorways may change.

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 apartments.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: \_\_\_\_\_

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

Description of work: \_\_\_\_\_

EXHIBIT "A"

**MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS****Secretary of the Interior's Standards for Rehabilitation**

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

**Property Maintenance**

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

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

**Conditions**

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

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

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

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

**HISTORICAL PROPERTY CONTRACT**  
BY AND BETWEEN THE CITY OF LOS ANGELES,  
A MUNICIPAL CORPORATION, AND

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

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

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

808 S. Hobart Boulevard

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

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016, by and  
(LEAVE DATE BLANK UNTIL RECORDED)  
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and  
TRG INV XIV, LLC, Macbart LLC, Cresta 808 S Hobart LLC (hereinafter referred to as the "Owner").

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

- (i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.
- (ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Ashby Apartments and located at the street address 808 S. Hobart Boulevard, Los Angeles, California 90005 (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

- (iii) On 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 - 1530); or, (b) The Property was determined to be a Contributing Structure to the n/a Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.
- (iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

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

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

**2. Renewal.**

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

**3. Standards for Historical Property.**

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

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

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

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

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

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

#### **5. Cancellation.**

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

#### **6. Enforcement of Agreement.**

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

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

**7. Binding Effect of Agreement.**

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

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

**8. Notice.**

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

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

<b>To Owner:</b>	Name	TRG INV XIV, LLC, Macbart LLC, Cresta 808 S Hobart LLC
	Address	<u>P.O. Box 6937</u> <u>Beverly Hills, CA 90212</u>

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

**12. Fees.**

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

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

**THE CITY OF LOS ANGELES, a municipal corporation:**

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: \_\_\_\_\_  
Deputy Date

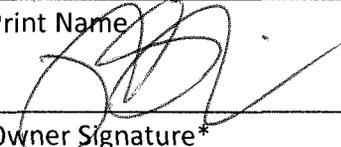
By: \_\_\_\_\_  
VINCENT P. BERTONI, AICP, Director of Planning Date

By:   
Owner Signature\*

Reuben Robin 7-19-16  
Print Name Date

By:   
Owner Signature\* 7-19-16

Reuben Robin \_\_\_\_\_  
Print Name Date

By:   
Owner Signature\*

Reuben Robin 7-19-16  
Print Name Date

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

By: \_\_\_\_\_  
Deputy City Attorney, Office of the City Attorney Date

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

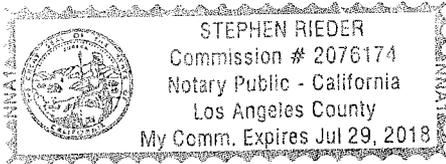
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )  
On JULY 18, 2016 before me, Stephen Rieder, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Reuben Robin  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Step Rieder  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Historical Property Contract Document Date: 7/18/16  
Number of Pages: 6 Signer(s) Other Than Named Above: N/A

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

CULTURAL HERITAGE COMMISSION APPLICATION FOR EXEMPTION FROM  
LIMITATION ON ELIGIBILITY FOR  
HISTORICAL PROPERTY CONTRACT

Los Angeles Administrative Code § 19.142 "Limitations on Eligibility" provides that:

...eligibility for Historical Property Contracts shall be limited... to buildings or structures with a pre-contract assessed valuation of \$1,500,000 or less for Single-Family dwellings, and \$3,000,000 or less for Multi-Family residential, commercial or industrial buildings, unless the individual property is granted an exemption from those limits by the Cultural Heritage Commission.

The Cultural Heritage Commission may grant exemption from the limitations imposed by this Section when:

- (a) granting the exemption will assist in the preservation of a structure (including unusual and/or excessive maintenance requirements) that would otherwise be in danger of demolition, substantial alteration or relocation; and
- (b) the structure is an exceptional Historic-Cultural Monument or Contributing Structure to an HPOZ; and
- (c) granting the exemption will not cause the cumulative loss of property tax revenue to the City to exceed \$2,000,000 annually.

1. NAME: TRG INV XIV, LLC, Macbart LLC, Cresta 808 S Hobart LLC

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

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

4. HISTORIC-CULTURAL MONUMENT NUMBER: 960 or HPOZ: \_\_\_\_\_

5. TAX ASSESSED VALUATION (Attach a copy of your most recent tax bill): \$ 8,376,000

6. EXEMPTION CRITERION: Granting the exemption will assist in the preservation of a structure that would otherwise be in danger of demolition, substantial alteration or relocation. ***A Historic Structure Report prepared for the property is attached.***

I, TRG INV XIV, LLC, Macbart LLC, Cresta 808 S Hobart LLC, owner of the structure referenced above apply for exemption from the limitations contained in L.A.A.C. §19.142. I certify, under the penalty of perjury, that the information attached and provided above is accurate. Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2016, at \_\_\_\_\_, California.

REUBEN ROBIN  
Owner's Name (print or type)

[Signature]  
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 \_\_\_\_\_

CITY OF LOS ANGELES

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

MOBILE TELEPHONE: ALTERNATE TELEPHONE: (424) 284-4483

OWNER(S) EMAIL: rrobin@concord-re.com ALTERNATE EMAIL: afuentes@concord-re.com

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

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

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

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPARTMENT? YES NO

HISTORICAL SIGNIFICANCE

HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: 960 HCM NAME: Ashby Apartments

CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: HISTORIC PROPERTY NAME:

ORIGINAL CONSTRUCTION DATE: 1930 ARCHITECT(S): Max Maltzman

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.

Handwritten signature and date 2-26-16

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Reuben Robin

PRINT NAME PRINT NAME

EXHIBIT "A"

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

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

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: Roof ReCoatingCost \$ 10,400 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2015Description of work: The roof was recoated with elastomeric foam over the existing roof material to provide watertight membrane. Life expectancy is 10 years.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Exterior PaintingCost \$ 59,565 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2015Description of work: Complete repainting of all exterior wall surfaces that were previously painted. Windows and frames on primary north and west elevations painted.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Roof DrainageCost \$ 30,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2017Description of work: Install new PVC sleeves in all existing roof drains. Existing drains are iron pipe run inside brick walls. Ensure new sleeves are connected to sewer connections, or outflow is in an area contoured for positive drainage away from building.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Windows - South and East (rear) elevationsCost \$ 60,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2017Description of work: Repaint all wood double hung windows on rear elevations. Work to include proper sanding, priming and repair of sash, and glazing as needed.

EXHIBIT "A"

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

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

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: Electrical Wiring and OutletsCost \$ 90,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2017Description of work: Replace all original cloth wiring in building with new wiring. Also install new GFCI outlets and ground existing outlets. Work to be done sequentially over successive years, beginning in 2017

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Interior of Apartment Units - As vacancy occursCost \$ 30,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2017-2020Description of work: Paint all surfaces, walls, ceiling, baseboards, crown moldings and millwork. Maintain detail and contrasting colors.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Banisters/Ballustrades, Internal StairwellsCost \$ 15,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2018Description of work: Remove existing paint on all metal railings to expose base metals (copper and steel) Restore original finishes to original two-tone appearance.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Corridors - ElectricalCost \$ 16,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2018Description 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

Use this form to propose all preservation work necessary 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: Hardwood FloorsCost \$ 34,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2018

Description of work: Remove all existing carpeting from corridors and stairwells. Sand and refinish existing hardwood flooring to similar color and sheen. Similar refinishing to occur in main entrance lobby. Any deteriorated wood to be repaired with matching material.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Corridors - Walls and TrimCost \$ 30,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2018

Description of work: Paint all corridor surfaces, walls, ceiling, baseboards, crown moldings and millwork. Maintain detail and contrasting colors.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Elevator CabsCost \$ 8,300 (round to nearest dollar)Contract Year of Proposed Work Completion: 2018

Description of work: Refinish all wood surfaces of elevator cabs - walls and ceilings. Refinish all elevator cab doors. All work intended to restore existing fabric and maintain original appearance

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Elevator EquipmentCost \$ 50,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2018

Description of work: Replace all operating equipment, motors, cabling and pulleys as required for safe elevator operation.

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

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

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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 WallsCost \$ 10,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2018Description of work: Repoint mortar joints where needed, on south and east walls that are exposed red brick. On stucco walls, (north and west, primarily) fill all cracks and replace any spalling stucco with matching material.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Entrance Door, northwest cornerCost \$ 5,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2018Description of work: Sand and repaint primary entrance door, assume 2 year cycle, ongoing.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Site and GroundsCost \$ 15,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2018Description of work: Re-grade and slope entire site around perimeter of building to ensure positive drainage. Resolve ponding problems, monitor over time.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Site and Grounds - Entrance Gate and perimeter fenceCost \$ 20,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2018Description of work: Remove, and re-set all metal posts on fence line. Replace where existing are rusted. Paint fence on periodic basis.

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

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

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: Skylights over stairwellsCost \$ 10,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2018Description of work: Replace all glazing in skylights, or replace complete skylight with unit of similar configuration. Ensure watertight seal and proper flashing as needed.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Corridors and Lobby - LightingCost \$ 16,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2019Description of work: Replace lighting fixtures in all corridors. Install new chandelier and wall sconces in main entrance lobby.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Exterior Lighting, Site and GroundsCost \$ 10,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2019Description of work: Install exterior lighting around building and grounds.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Plumbing Lines - Supply and Waste galvanized pipesCost \$ \$385,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2020Description of work: Over successive years, beginning in 2020, remove all existing galvanized supply and waste lines, and replace with new copper piping. Access to be through plaster walls in corridors, avoiding damage to original ceramic tiles in bathrooms. Repair tiles in kind, if necessary. Install new fixtures/faucets where required. Retain kitchen fixtures where viable.

REHABILITATION/RESTORATION/MAINTENANCE PLAN

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

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: Roof

Cost \$ 15,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2025

Description of work: Re-coat foam roof membrane with new materials. Roof was coated in 2015, and has ten year life expectancy. Pending future inspection, repair needs to surface or decking may be identified. Remedial repair to base wood deck surface may be 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: \_\_\_\_\_

EXHIBIT "A"

**MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS****Secretary of the Interior's Standards for Rehabilitation**

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

**Property Maintenance**

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

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

**Conditions**

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

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

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

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

### HISTORICAL PROPERTY CONTRACT

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

The Lofts at Hollywood and Vine

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

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

6251-6253 Hollywood Boulevard

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

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

between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and  
The Lofts at Hollywood and Vine (hereinafter referred to as the "Owner").

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

- (i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.
- (ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the The Lofts at Hollywood and Vine and located at the street address 6251-6253 Hollywood Boulevard, Los Angeles, California 90028, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

- (iii) On May 12, 2015: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. 1088 pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. 15 - 0327); or, (b) The Property was determined to be a Contributing Structure to the N/A Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.
- (iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

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

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

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

**2. Renewal.**

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

**3. Standards for Historical Property.**

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

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

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

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

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

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

#### **5. Cancellation.**

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

#### **6. Enforcement of Agreement.**

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

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

**7. Binding Effect of Agreement.**

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

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

**8. Notice.**

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

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

**To Owner:** Name The Lofts at Hollywood and Vine  
Address 4730 Woodman Ave., Suite 200  
Sherman Oaks, CA 91423

**9. General Provisions.**

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

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

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

**10. Recordation.**

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

**11. Amendments.**

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

**12. Fees.**

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

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

**THE CITY OF LOS ANGELES, a municipal corporation:**

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: \_\_\_\_\_  
Deputy Date

By: \_\_\_\_\_  
VINCENT P. BERTONI, AICP, Director of Planning Date



By: \_\_\_\_\_  
Vice-President of Lofts at Hollywood and Vine HOA  
**Gerard Vernice**  
*Gerard Vernice* 7/21/2016



By: \_\_\_\_\_  
Treasurer of Lofts at Hollywood and Vine HOA  
**Glen Ballard**  
*Glen Ballard* 7/21/2016



By: \_\_\_\_\_  
Secretary of Lofts at Hollywood and Vine OA  
**Walter Schild**  
*Walter Schild* 7/21/2016

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

By: \_\_\_\_\_  
Deputy City Attorney, Office of the City Attorney Date

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

# 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 }

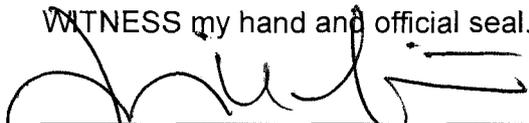
County of LOS ANGELES }

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

personally appeared GERARD VERNICE,  
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.

  
\_\_\_\_\_  
Notary Public Signature



(Notary Public Seal)

### ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT  
HISTORICAL PROPERTY CONTRACT  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages 6 Document Date \_\_\_\_\_

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer  
\_\_\_\_\_  
(Title)
- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

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

# 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 WHITTLE,  
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public Signature



(Notary Public Seal)

### ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT  
HISTORICAL PROPERTY CONTRACT  
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 6 Document Date \_\_\_\_\_

**CAPACITY CLAIMED BY THE SIGNER**

Individual (s)  
 Corporate Officer  
\_\_\_\_\_  
(Title)

Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

- This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
  - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
  - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
  - Print the name(s) of document signer(s) who personally appear at the time of notarization.
  - Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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  - Securely attach this document to the signed document with a staple.

# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

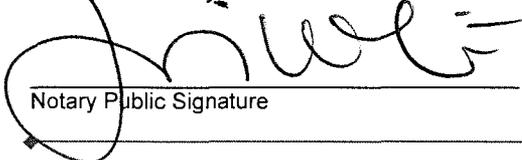
County of LOS ANGELES }

On 07/21/2014 before me, JULIA KRAFT WHITTLE,  
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

  
Notary Public Signature



(Notary Public Seal)

### ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT  
HISTORICAL PROPERTY CONTRACT  
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 6 Document Date \_\_\_\_\_

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer  
 \_\_\_\_\_  
(Title)  
 Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
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- 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.
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  - ❖ 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.

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 6253 Hollywood Blvd. Unit 102, 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: WORK TELEPHONE: (310) 363-0877

MOBILE TELEPHONE: (310) 722-8555 ALTERNATE TELEPHONE:

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 - 037 COUNCIL DISTRICT NO.: 13

PROPERTY PURCHASE DATE: 8/31/2010 MOST RECENT ASSESSED VALUE: \$2,249,268.00

OWNER OCCUPIED: Yes No USE: SINGLE-FAMILY DWELLING MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

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

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? Yes No

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

HISTORICAL SIGNIFICANCE

HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: 1088 HCM NAME: Bank of Hollywood / Equitable Building

CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: HISTORIC PROPERTY NAME:

ORIGINAL CONSTRUCTION DATE: 1929 ARCHITECT(S): Aleck Curlett

ARCHITECTURAL STYLE: Late Gothic Revival and Art Deco

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

Signature: walter 7/17/16 OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Walter Schild, Manager of Meco Properties, LLC PRINT NAME

PRINT NAME

EXHIBIT "A"

CITY OF LOS ANGELES

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: WORK TELEPHONE: (310) 363-0877

MOBILE TELEPHONE: (310) 722-8555 ALTERNATE TELEPHONE:

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: SINGLE-FAMILY DWELLING MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

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

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

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

HISTORICAL SIGNIFICANCE

HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: 1088 HCM NAME: Bank of Hollywood / Equitable Building

CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: HISTORIC PROPERTY NAME:

ORIGINAL CONSTRUCTION DATE: 1929 ARCHITECT(S): Aleck Curlett

ARCHITECTURAL STYLE: Late Gothic Revival and Art Deco

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

Signature and date 7/17/16

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Walter Schild, Manager of Meco Properties, LLC

PRINT NAME PRINT NAME

EXHIBIT "A"

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: 10/16/12 Most Recent Assessed Value 4324594

Owner Occupied:  Yes  No Use:  Single-Family Dwelling  Multi-family / Commercial / Industrial

Addresses for all other property owned within the City of Los Angeles are noted on a separate sheet of paper, Labeled "Attachment E", and submitted with this application?  Yes  NA

Taxes on all property owned within the City of Los Angeles are PAID to date?  Yes  No

Are there any outstanding orders to comply against the property from the Los Angeles Department of Building and Safety or Los Angeles Housing + Community Investment Department?  Yes  No

HISTORICAL SIGNIFICANCE

Historic-Cultural Monument (HCM)

HCM Number: 1088 HCM Name: Bank of Hollywood / Equitable Building

Contributor to a Historic Preservation Overlay Zone (HPOZ)

HPOZ Name: \_\_\_\_\_ Historic Property Name: \_\_\_\_\_

Original Construction Date: 1929 Architect(s): Aleck Curlett

Architectural Style: Late Gothic Revival and Art Deco

I am (We are) the present owner(s) of the property described above and hereby apply for an historical property contract.

Vaibhay Gupta 03/26/15  
Owner Signature Date Owner Signature Date

VAIBHAY GUPTA  
Print Name  
BRANDED CITIES  
Print Name

Exhibit "A"

Revised January 2015

CITY OF LOS ANGELES  
HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Property Address 6251 Hollywood Blvd 201

Owner(s) of Property: David Sweeney C/O Sweeney Management

Owner(s) Mailing Address 6253 Hollywood Blvd. #201

Home Telephone

Work Telephone

Mobile Telephone

Alternate Telephone

Owner(s) Email: David@sweeneyent.com]

Alternate Email

**PROPERTY INFORMATION**

Legal Description: Tract: TR 060544:-C Block: None Lot: LT 1 ARB: None

Assessor Identification Number (AIN): 5546-030-38 Council District No.: 13

Property Purchase Date: 02/02/2011 Most Recent Assessed Value 5436623

Owner Occupied:  Yes  No Use:  Single-Family Dwelling  Multi-family / Commercial / Industrial

Addresses for all other property owned within the City of Los Angeles are noted on a separate sheet of paper, Labeled "Attachment E", and submitted with this application?  Yes  NA

Taxes on all property owned within the City of Los Angeles are PAID to date?  Yes  No

Are there any outstanding orders to comply against the property from the Los Angeles Department of Building and Safety or Los Angeles Housing + Community Investment Department?  Yes  No

**HISTORICAL SIGNIFICANCE**

Historic-Cultural Monument (HCM)

HCM Number: 1088 HCM Name: Bank of Hollywood / Equitable Building

Contributor to a Historic Preservation Overlay Zone (HPOZ)

HPOZ Name: \_\_\_\_\_ Historic Property Name: \_\_\_\_\_

Original Construction Date: 1929 Architect(s): Aleck Curlett

Architectural Style: Late Gothic Revival and Art Deco

**I am (We are) the present owner(s) of the property described above and hereby apply for an historical property contract.**

[Signature]  
Owner Signature  
David Sweeney  
Print Name

6/25/15  
Date  
\_\_\_\_\_  
Owner Signature  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Print Name

Exhibit "A"

MILLS ACT HISTORICAL PROPERTY CONTRACT APPLICATION  
"ATTACHMENT E"

---

Name: David Sweeney  
*Write first and last name*

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

12020 Iredell St.  
Studio City, CA 91604

CITY OF LOS ANGELES  
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

Home Telephone 310-545-8318

Work Telephone

Mobile Telephone 310-545-8318

Alternate Telephone

Owner(s) Email: joachim@jayammusic.com

Alternate Email

**PROPERTY INFORMATION**

Legal Description Tract TR 060544-C

Block: None

Lot: LT 1

ARB: None

Assessor Identification Number (AIN): 5546-030-39

Council District No.: 13

Property Purchase Date:

Most Recent Assessed Value

Owner Occupied  Yes  No Use:  Single-Family Dwelling  Multi-family / Commercial / Industrial

Addresses for all other property owned within the City of Los Angeles are noted on a separate sheet of paper labeled "Attachment E", and submitted with this application?

Yes  NA

Taxes on all property owned within the City of Los Angeles are PAID to date?

Yes  No

Are there any outstanding orders to comply against the property from the Los Angeles Department of Building and Safety or Los Angeles Housing - Community Investment Department?

Yes  No

**HISTORICAL SIGNIFICANCE**

Historic-Cultural Monument (HCM)

HCM Number: 1088

HCM Name: Bank of Hollywood / Equitable Building

Contributor to a Historic Preservation Overlay Zone (HPOZ)

HPOZ Name: \_\_\_\_\_

Historic Property Name: \_\_\_\_\_

Original Construction Date: 1929

Architect(s): Aleck Curlett

Architectural Style: Late Gothic Revival and Art Deco

I am (We are) the present owner(s) of the property described above and hereby apply for an historical property contract.

Joachim Rygg  
Owner Signature

09/18/15  
Date

Owner Signature

Date

JOACHIM RYGG  
Print Name

Print Name

Exhibit "A"

Revised January 2015

MILLS ACT HISTORICAL PROPERTY CONTRACT  
APPLICATION  
"ATTACHMENT E"

Name: JOACHIM ZV66  
Write first and last name

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

1155 N. LA CIENEGA BLVD

APT 504

WEST HOLLYWOOD

CA 90069

CITY OF LOS ANGELES  
HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Property Address 6251 Hollywood Blvd 203

Owner(s) of Property: Eric Webb

Owner(s) Mailing Address 6253 Hollywood Blvd 203

Home Telephone 323-654-2144

Work Telephone 3234623736

Mobile Telephone 310-435-2147

Alternate Telephone

Owner(s) Email: ewebb@elwlaw.com]

Alternate Email ewebb@elwlaw.com

PROPERTY INFORMATION

Legal Description: Tract: TR 060544:-C

Block: None

Lot: LT 1

ARB: None

Assessor Identification Number (AIN): 5546-030-40

Council District No.: 13

Property Purchase Date:

Most Recent Assessed Value 194544

Owner Occupied:  Yes  No Use:  Single-Family Dwelling  Multi-family / Commercial / Industrial

Addresses for all other property owned within the City of Los Angeles are noted on a separate sheet of paper, Labeled "Attachment E", and submitted with this application?

Yes  NA

Taxes on all property owned within the City of Los Angeles are PAID to date?

Yes  No

Are there any outstanding orders to comply against the property from the Los Angeles Department of Building and Safety or Los Angeles Housing + Community Investment Department?

Yes  No

HISTORICAL SIGNIFICANCE

Historic-Cultural Monument (HCM)

HCM Number: 1088 HCM Name: Bank of Hollywood / Equitable Building

Contributor to a Historic Preservation Overlay Zone (HPOZ)

HPOZ Name: \_\_\_\_\_ Historic Property Name: \_\_\_\_\_

Original Construction Date: 1929 Architect(s): Aleck Curlett

Architectural Style: Late Gothic Revival and Art Deco

I am (We are) the present owner(s) of the property described above and hereby apply for an historical property contract.



9/3/15

Owner Signature

Date

Owner Signature

Date

Eric L. Webb

Print Name

Print Name

Exhibit "A"

Revised January 2015

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

---

Name: Eric Webb  
*Write first and last name*

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

8171 Wilton Glen Rd, LA 90046  
8842 Hollywood Blvd., LA 90069

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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

Home Telephone

Work Telephone 5033174552

Mobile Telephone

Alternate Telephone 971.400.9610

Owner(s) Email: benjamin.billups@billupsww.com

Alternate Email anh.nguyen@billupsww.com

PROPERTY INFORMATION

Legal Description: Tract: TR 060544:-C Block: None Lot: LT 1 ARB: None

Assessor Identification Number (AIN): 5546-030-41 Council District No.: 13

Property Purchase Date: \_\_\_\_\_ Most Recent Assessed Value 281766

Owner Occupied:  Yes  No Use:  Single-Family Dwelling  Multi-family / Commercial / Industrial

Addresses for all other property owned within the City of Los Angeles are noted on a separate sheet of paper, Labeled "Attachment E", and submitted with this application?  Yes  NA

Taxes on all property owned within the City of Los Angeles are PAID to date?  Yes  No

Are there any outstanding orders to comply against the property from the Los Angeles Department of Building and Safety or Los Angeles Housing + Community Investment Department?  Yes  No

HISTORICAL SIGNIFICANCE

Historic-Cultural Monument (HCM)

HCM Number: 1088 HCM Name: Bank of Hollywood / Equitable Building

Contributor to a Historic Preservation Overlay Zone (HPOZ)

HPOZ Name: \_\_\_\_\_ Historic Property Name: \_\_\_\_\_

Original Construction Date: 1929 Architect(s): Aleck Curlett

Architectural Style: Late Gothic Revival and Art Deco

I am (We are) the present owner(s) of the property described above and hereby apply for an historical property contract.

[Signature] 7/22/15  
Owner Signature Date Owner Signature Date

Benjamin Billups  
Print Name Print Name

CITY OF LOS ANGELES  
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

Home Telephone

Work Telephone 323-863-7470

Mobile Telephone

Alternate Telephone

Owner(s) Email: aengus.james@tijat.com

Alternate Email colin.miller@tijat.com

PROPERTY INFORMATION

Legal Description: Tract: TR 060544:-C Block: None Lot: LT 1 ARB: None

Assessor Identification Number (AIN): 5546-030-42 Council District No.: 13

Property Purchase Date: October, 2010

Most Recent Assessed Value \$303,085

Owner Occupied:  Yes  No Use:  Single-Family Dwelling  Multi-family / Commercial / Industrial

Addresses for all other property owned within the City of Los Angeles are noted on a separate sheet of paper, Labeled "Attachment E", and submitted with this application?  Yes  NA

Taxes on all property owned within the City of Los Angeles are PAID to date?  Yes  No

Are there any outstanding orders to comply against the property from the Los Angeles Department of Building and Safety or Los Angeles Housing + Community Investment Department?  Yes  No

HISTORICAL SIGNIFICANCE

Historic-Cultural Monument (HCM)

HCM Number: 1088 HCM Name: Bank of Hollywood / Equitable Building

Contributor to a Historic Preservation Overlay Zone (HPOZ)

HPOZ Name: \_\_\_\_\_ Historic Property Name: \_\_\_\_\_

Original Construction Date: 1929 Architect(s): Aleck Curlett

Architectural Style: Late Gothic Revival and Art Deco

I am (We are) the present owner(s) of the property described above and hereby apply for an historical property contract.

CM 06/29/2015 AOD 06/29/2015  
Owner Signature Date Owner Signature Date

Colin Miller Aengus Oneil-Dunne  
Print Name Print Name

Exhibit "A"

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

---

Name: Colin Miller and Aengus Oneil-Dunne

*Write first and last name*

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

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

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

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

2112-2116 E. 4<sup>th</sup> St. Los Angeles, CA 90033 – Aengus Oneil-Dunne & Colin Miller

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

Home Telephone

Work Telephone 3109278633

Mobile Telephone

Alternate Telephone

Owner(s) Email: shin@shimosawa.com

Alternate Email

PROPERTY INFORMATION

Legal Description: Tract: TR 060544-C Block: None Lot: LT 1 ARB: None

Assessor Identification Number (AIN): 5546-030-43 Council District No.: 13

Property Purchase Date: 8/2009 Most Recent Assessed Value 546000

Owner Occupied:  Yes  No Use:  Single-Family Dwelling  Multi-family / Commercial / Industrial

Addresses for all other property owned within the City of Los Angeles are noted on a separate sheet of paper, Labeled "Attachment E", and submitted with this application  Yes  NA

Taxes on all property owned within the City of Los Angeles are PAID to date?  Yes  No

Are there any outstanding orders to comply against the property from the Los Angeles Department of Building and Safety or Los Angeles Housing + Community Investment Department?  Yes  No

HISTORICAL SIGNIFICANCE

Historic-Cultural Monument (HCM)

HCM Number: 1088 HCM Name: Bank of Hollywood / Equitable Building

Contributor to a Historic Preservation Overlay Zone (HPOZ)

HPOZ Name: \_\_\_\_\_ Historic Property Name: \_\_\_\_\_

Original Construction Date: 1929 Architect(s): Aleck Curlett

Architectural Style: Late Gothic Revival and Art Deco

I am (We are) the present owner(s) of the property described above and hereby apply for an historical property contract.

 6/15/15 \_\_\_\_\_  
Owner Signature Date Owner Signature Date

SHINTARO SHIMOSAWA \_\_\_\_\_  
Print Name Print Name

Exhibit "A"

Revised January 2015

CITY OF LOS ANGELES  
HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Property Address 6253 Hollywood Blvd 302

Owner(s) of Property: Dominick Tousignant c/o Bodyenergyclub

Owner(s) Mailing Address 746 Davie Street, Vancouver, BC V6Z 1B6

Home Telephone

Work Telephone 3108900782

Mobile Telephone

Alternate Telephone 778-885-0343

Owner(s) Email: dominick@bodyenergyclub.com

Alternate Email

**PROPERTY INFORMATION**

Legal Description: Tract: TR 060544:-C Block: None Lot: LT 1 ARB: None

Assessor Identification Number (AIN): 5548-030-44 Council District No.: 13

Property Purchase Date: 03/15/2013 Most Recent Assessed Value 450826

Owner Occupied:  Yes  No Use:  Single-Family Dwelling  Multi-family / Commercial / Industrial

Addresses for all other property owned within the City of Los Angeles are noted on a separate sheet of paper, Labeled "Attachment E", and submitted with this application?

Yes  NA

Taxes on all property owned within the City of Los Angeles are PAID to date?

Yes  No

Are there any outstanding orders to comply against the property from the Los Angeles Department of Building and Safety or Los Angeles Housing + Community Investment Department?

Yes  No

**HISTORICAL SIGNIFICANCE**

Historic-Cultural Monument (HCM)

HCM Number: 1088 HCM Name: Bank of Hollywood / Equitable Building

Contributor to a Historic Preservation Overlay Zone (HPOZ)

HPOZ Name: \_\_\_\_\_ Historic Property Name: \_\_\_\_\_

Original Construction Date: 1929 Architect(s): Aleck Curlett

Architectural Style: Late Gothic Revival and Art Deco

**I am (We are) the present owner(s) of the property described above and hereby apply for an historical property contract.**

 07/08/2015  
Owner Signature Date Owner Signature Date

DOMINICK TOUSIGNANT  
Print Name

\_\_\_\_\_  
Print Name

Exhibit "A"

Revised January 2015

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 6253 Hollywood Blvd. # 303
OWNER(S) OF PROPERTY: Eric Webb and Eleanor Ord
OWNER(S) MAILING ADDRESS: 8171 Willow Glen 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: eord@wblaw.us

PROPERTY INFORMATION

Legal Description: TRACT: TR 060544-C BLOCK: None LOT: LT 1 ARB: NONE
Assessor Identification Number (AIN): 5546-030-45 COUNCIL DISTRICT NO.: 13
PROPERTY PURCHASE DATE: 3/14/16 MOST RECENT ASSESSED VALUE: \$381,637.00
OWNER OCCUPIED: YES NO USE: SINGLE-FAMILY DWELLING MULTI-FAMILY/COMMERCIAL/INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? YES NA
TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? YES NO
ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? Not to our knowledge.

HISTORICAL SIGNIFICANCE

HISTORIC-CULTURAL MONUMENT (HCM)
HCM NUMBER: 1088 HCM NAME: BANK OF HOLLYWOOD/EQUITABLE BUILDING
CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)
HPOZ NAME: HISTORIC PROPERTY NAME:
ORIGINAL CONSTRUCTION DATE: 1929 ARCHITECT(S): Aleck Curlett
ARCHITECTURAL STYLE: Late gothic revival and Art Deco

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

Eric L. Webb 7/18/16 Eleanor M. Ord 7/18/16
OWNER SIGNATURE DATE OWNER SIGNATURE DATE
Eric L. Webb Eleanor M. Ord

PRINT NAME PRINT NAME

EXHIBIT "A"

**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

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CITY OF LOS ANGELES  
HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Property Address 6253 Hollywood Blvd 304

Owner(s) of Property: Solange Knowles

Owner(s) Mailing Address 13701 Riverside Drive 8th floor

Home Telephone

Work Telephone

818-981-3505

Mobile Telephone

Alternate Telephone

Owner(s) Email:

Alternate Email

SPKonline@LBM.BIZ

PROPERTY INFORMATION

Legal Description: Tract: TR 060544:-C Block: None Lot: LT 1 ARB: None

Assessor Identification Number (AIN): 5546-030-46 Council District No.: 13

Property Purchase Date:

Most Recent Assessed Value 589000

Owner Occupied:  Yes  No Use:  Single-Family Dwelling  Multi-family / Commercial / Industrial

Addresses for all other property owned within the City of Los Angeles are noted on a separate sheet of paper, Labeled "Attachment E", and submitted with this application?

Yes  NA

Taxes on all property owned within the City of Los Angeles are PAID to date?

Yes  No

Are there any outstanding orders to comply against the property from the Los Angeles Department of Building and Safety or Los Angeles Housing + Community Investment Department?

Yes  No

HISTORICAL SIGNIFICANCE

Historic-Cultural Monument (HCM)

HCM Number: 1088 HCM Name: Bank of Hollywood / Equitable Building

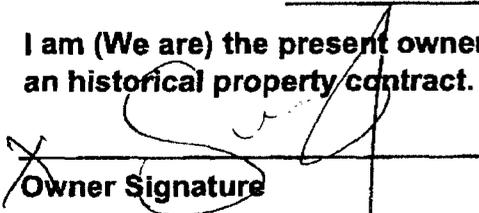
Contributor to a Historic Preservation Overlay Zone (HPOZ)

HPOZ Name: \_\_\_\_\_ Historic Property Name: \_\_\_\_\_

Original Construction Date: 1929 Architect(s): Aleck Curlett

Architectural Style: Late Gothic Revival and Art Deco

I am (We are) the present owner(s) of the property described above and hereby apply for an historical property contract.

  
Owner Signature

9/21/15  
Date

\_\_\_\_\_  
Owner Signature Date

SOLANGE KNOWLES  
Print Name

\_\_\_\_\_  
Print Name

Exhibit "A"

CITY OF LOS ANGELES  
HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Property Address 6253 Hollywood Blvd 305

Owner(s) of Property: Davood J. Agahi

Owner(s) Mailing Address 119 Mosaic

Home Telephone

Work Telephone

818 335-242

Mobile Telephone

Alternate Telephone

Owner(s) Email: djagahi@gmail.com

Alternate Email

PROPERTY INFORMATION

Legal Description: Tract: TR 060544:-C Block: None Lot: LT 1 ARB: None

Assessor Identification Number (AIN): 5546-030-47 Council District No.: 13

Property Purchase Date: \_\_\_\_\_ Most Recent Assessed Value 452871

Owner Occupied:  Yes  No Use:  Single-Family Dwelling  Multi-family / Commercial / Industrial

Addresses for all other property owned within the City of Los Angeles are noted on a separate sheet of paper, Labeled "Attachment E", and submitted with this application?

Yes  NA

Taxes on all property owned within the City of Los Angeles are PAID to date?

Yes  No

Are there any outstanding orders to comply against the property from the Los Angeles Department of Building and Safety or Los Angeles Housing + Community Investment Department?

Yes  No

HISTORICAL SIGNIFICANCE

Historic-Cultural Monument (HCM)

HCM Number: 1088 HCM Name: Bank of Hollywood / Equitable Building

Contributor to a Historic Preservation Overlay Zone (HPOZ)

HPOZ Name: \_\_\_\_\_ Historic Property Name: \_\_\_\_\_

Original Construction Date: 1929 Architect(s): Aleck Curlett

Architectural Style: Late Gothic Revival and Art Deco

I am (We are) the present owner(s) of the property described above and hereby apply for an historical property contract.

Owner Signature

Date

Owner Signature

Date

Print Name

Print Name

Exhibit "A"

Revised January 2015

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 4253 Hollywood Blvd. #306
OWNER(S) OF PROPERTY: Carolyn Rodio
OWNER(S) MAILING ADDRESS: 7 Vainwright Road, #46, Winchester, MA 01890
HOME TELEPHONE: WORK TELEPHONE:
MOBILE TELEPHONE: 1-617-512-6317 ALTERNATE TELEPHONE:
OWNER(S) EMAIL: crodio@comcast.net ALTERNATE EMAIL:

PROPERTY INFORMATION

Legal Description: TRACT: TR 060544 - C BLOCK: None LOT: LT 1 ARB: None
Assessor Identification Number (AIN): 5546 - 030 - 50 COUNCIL DISTRICT NO.: 13
PROPERTY PURCHASE DATE: 10/2/15 MOST RECENT ASSESSED VALUE: \$575,000
OWNER OCCUPIED: YES NO USE: SINGLE-FAMILY DWELLING MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? YES NA
TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? YES NO
ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? YES NO

HISTORICAL SIGNIFICANCE

HISTORIC-CULTURAL MONUMENT (HCM)
HCM NUMBER: 1088 HCM NAME: Bank of Hollywood / Equitable Building
CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: HISTORIC PROPERTY NAME:
ORIGINAL CONSTRUCTION DATE: 1929 ARCHITECT(S): Aleck Curlett
ARCHITECTURAL STYLE: Late Gothic 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: Carolyn Rodio Date: 07/28/16
OWNER SIGNATURE DATE OWNER SIGNATURE DATE
PRINT NAME PRINT NAME

EXHIBIT "A"

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 6253 Hollywood Blvd # 307
OWNER(S) OF PROPERTY: Nick Janizeh
OWNER(S) MAILING ADDRESS: (see above) Los Angeles, CA 90028
HOME TELEPHONE: WORK TELEPHONE:
MOBILE TELEPHONE: (661) 993-7413 ALTERNATE TELEPHONE:
OWNER(S) EMAIL: ALTERNATE EMAIL:

PROPERTY INFORMATION

Legal Description: TRACT: TR - 060544-C BLOCK: none LOT: LTI ARB: none
Assessor Identification Number (AIN): 5546-030 - 51 COUNCIL DISTRICT NO.: 13
PROPERTY PURCHASE DATE: 06/2014 MOST RECENT ASSESSED VALUE: \$668,000
OWNER OCCUPIED: YES NO USE: SINGLE-FAMILY DWELLING MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? YES NA
TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? YES NO
ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? YES NO

HISTORICAL SIGNIFICANCE

[X] HISTORIC-CULTURAL MONUMENT (HCM)
HCM NUMBER: 1088 HCM NAME: Bank of Hollywood - Equitable Building
[ ] CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)
HPOZ NAME: HISTORIC PROPERTY NAME:
ORIGINAL CONSTRUCTION DATE: 1929 ARCHITECT(S): Alcock Curlett
ARCHITECTURAL STYLE: Late Gothic Revival & 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: Nicholas Janizeh DATE: 6/21/16
OWNER SIGNATURE: DATE:
PRINT NAME: PRINT NAME:

EXHIBIT "A"

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

Name: Nicholas Janizeh  
Write first and last name

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

6253 Hollywood Blvd

Unit #307

Los Angeles, CA

90028

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 6253 Hollywood Blvd # 308
OWNER(S) OF PROPERTY: PKEB LLC RDEB LLC
OWNER(S) MAILING ADDRESS: P.O. Box 36633 LA CA 90036
HOME TELEPHONE: WORK TELEPHONE:
MOBILE TELEPHONE: 213 393 2527 ALTERNATE TELEPHONE:
OWNER(S) EMAIL: PKEB@DADL.COM ALTERNATE EMAIL:

PROPERTY INFORMATION

Legal Description: TRACT: TR 060544 - C BLOCK: NONE LOT: LT 1 ARB: NONE
Assessor Identification Number (AIN): 5546 - 030 - 50 COUNCIL DISTRICT NO.: 13
PROPERTY PURCHASE DATE: 3/1/16 MOST RECENT ASSESSED VALUE: 1,100,000
OWNER OCCUPIED: YES NO USE: SINGLE-FAMILY DWELLING MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? YES NA
TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? YES NO
ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? YES NO

HISTORICAL SIGNIFICANCE

HISTORIC-CULTURAL MONUMENT (HCM)
HCM NUMBER: 1088 HCM NAME: Bank of Hollywood / Equitable Building
CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)
HPOZ NAME: HISTORIC PROPERTY NAME:
ORIGINAL CONSTRUCTION DATE: 1929 ARCHITECT(S): Aleck Curlett
ARCHITECTURAL STYLE: Late Gothic Revival and Art Deco

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

OWNER SIGNATURE DATE OWNER SIGNATURE DATE
PAOLO ROSSI c/o RDEB LLC (owner 100%) 7/16/16
PRINT NAME PRINT NAME

EXHIBIT "A"

MILLS ACT HISTORICAL PROPERTY CONTRACT  
APPLICATION  
"ATTACHMENT E"

Name: PAOLO ROSSI  
Write first and last name

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

3933 PROSPECT AVE L.A. CA 90036

6253 HOLLYWOOD BL #1101 L.A. CA 90028

\_\_\_\_\_

\_\_\_\_\_

CITY OF LOS ANGELES  
HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Property Address 6253 Hollywood Blvd 309

Owner(s) of Property: Omid Javaherian

Owner(s) Mailing Address 18301 Ranches

Home Telephone

Work Telephone 8183551144

Mobile Telephone

Alternate Telephone

Owner(s) Email: omj28@aol.com

Alternate Email schezaad@me.com

PROPERTY INFORMATION

Legal Description: Tract: TR 060544 -C Block: None Lot: LT 1 ARB: None

Assessor Identification Number (AIN): 5546-030- 51 Council District No.: 13

Property Purchase Date: \_\_\_\_\_ Most Recent Assessed Value 380000

Owner Occupied  Yes  No Use  Single-Family Dwelling  Multi-family / Commercial / Industrial

Addresses for all other property owned within the City of Los Angeles are noted on a separate sheet of paper labeled "Attachment E", and submitted with this application?  Yes  NA

Taxes on all property owned within the City of Los Angeles are PAID to date?  Yes  No

Are there any outstanding orders to comply against the property from the Los Angeles Department of Building and Safety or Los Angeles Housing + Community Investment Department?  Yes  No

HISTORICAL SIGNIFICANCE

Historic-Cultural Monument (HCM)

HCM Number: 1088 HCM Name: Bank of Hollywood / Equitable Building

Contributor to a Historic Preservation Overlay Zone (HPOZ)

HPOZ Name \_\_\_\_\_ Historic Property Name \_\_\_\_\_

Original Construction Date 1929 Architect(s): Aleck Curlett

Architectural Style Late Gothic Revival and Art Deco

I am (We are) the present owner(s) of the property described above and hereby apply for an historical property contract.

[Signature] 7-11-15 \_\_\_\_\_

Owner Signature Date Owner Signature Date

Omid Javaherian \_\_\_\_\_

Print Name Print Name

Exhibit "A"



CITY OF LOS ANGELES  
HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Property Address 6251 & 6253 Hollywood Blvd 401

Owner(s) of Property: Robert Levon Been

Owner(s) Mailing Address 1880 Century Park E. Suite 1600, Los Angeles, CA 90068

Home Telephone

Work Telephone

Mobile Telephone

Alternate Telephone

Owner(s) Email: 6Gallery@gmail.com

Alternate Email

**PROPERTY INFORMATION**

Legal Description: Tract: TR 060544:-C Block: None Lot: LT 1 ARB: None

Assessor Identification Number (AIN): 5546-030-52 Council District No.: 13

Property Purchase Date: \_\_\_\_\_ Most Recent Assessed Value 382505

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  
separate sheet of paper, Labeled "Attachment E", and submitted with this application?  Yes  NA

Taxes on all property owned within the City of Los Angeles are PAID to date?  Yes  No

Are there any outstanding orders to comply against the property from the Los  
Angeles Department of Building and Safety or Los Angeles Housing +  
Community Investment Department?  Yes  No

**HISTORICAL SIGNIFICANCE**

Historic-Cultural Monument (HCM)

HCM Number: 1088 HCM Name: Bank of Hollywood / Equitable Building

Contributor to a Historic Preservation Overlay Zone (HPOZ)

HPOZ Name: \_\_\_\_\_ Historic Property Name: \_\_\_\_\_

Original Construction Date: 1929 Architect(s): Aleck Curlett

Architectural Style: Late Gothic Revival and Art Deco

I am (We are) the present owner(s) of the property described above and hereby apply for  
an historical property contract.

[Signature] 6/29/2015  
Owner Signature Date Owner Signature Date

Robert Been  
Print Name Print Name

Exhibit "A"

Revised January 2015

CITY OF LOS ANGELES  
HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Property Address 6251 & 6253 Hollywood Blvd 402

Owner(s) of Property: Westley Hargrave & Hanna Lorch

Owner(s) Mailing Address 6253 Hollywood Blvd 402

Home Telephone

Work Telephone 3107951077

Mobile Telephone

Alternate Telephone

Owner(s) Email: hannahlorch@mac.com

Alternate Email westleyhargrave@mac.com

PROPERTY INFORMATION

Legal Description: Tract: TR 060544:-C Block: None Lot: LT 1 ARB: None

Assessor Identification Number (AIN): 5546-030-53 Council District No.: 13

Property Purchase Date: April 2008 Most Recent Assessed Value 526000

Owner Occupied:  Yes  No Use:  Single-Family Dwelling  Multi-family / Commercial / Industrial

Addresses for all other property owned within the City of Los Angeles are noted on a separate sheet of paper, Labeled "Attachment E", and submitted with this application?  Yes  NA

Taxes on all property owned within the City of Los Angeles are PAID to date?  Yes  No

Are there any outstanding orders to comply against the property from the Los Angeles Department of Building and Safety or Los Angeles Housing + Community Investment Department?  Yes  No

HISTORICAL SIGNIFICANCE

Historic-Cultural Monument (HCM)

HCM Number: 1088 HCM Name: Bank of Hollywood / Equitable Building

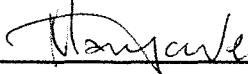
Contributor to a Historic Preservation Overlay Zone (HPOZ)

HPOZ Name: \_\_\_\_\_ Historic Property Name: \_\_\_\_\_

Original Construction Date: 1929 Architect(s): Aleck Curlett

Architectural Style: Late Gothic Revival and Art Deco

I am (We are) the present owner(s) of the property described above and hereby apply for an historical property contract.

  
\_\_\_\_\_  
Owner Signature

Sept 10 2015  
Date

  
\_\_\_\_\_  
Owner Signature

Sept 10 2015  
Date

Hannah Hargrave Ne: Lorch  
Print Name

Westley Hargrave  
Print Name

Exhibit "A"

Revised January 2015

CITY OF LOS ANGELES  
HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Property Address 6251 & 6253 Hollywood Blvd 403

Owner(s) of Property: John & Susan Hill

Owner(s) Mailing Address 6253 Hollywood Blvd 403

Home Telephone

Work Telephone

Mobile Telephone

Alternate Telephone

Owner(s) Email: Susan Hill pdogwife@gmail.com

Alternate Email Possum posshog@yahoo.com

**PROPERTY INFORMATION**

Legal Description: Tract TR 060544:-C Block: None Lot: LT 1 ARB: None

Assessor Identification Number (AIN): 6546-030-54 Council District No.: 13

Property Purchase Date: 04/26/2008 Most Recent Assessed Value **\$416,000**

Owner Occupied:  Yes  No Use:  Single-Family Dwelling  Multi-family / Commercial / Industrial

Addresses for all other property owned within the City of Los Angeles are noted on a separate sheet of paper, Labeled "Attachment E", and submitted with this application?  Yes  NA

Taxes on all property owned within the City of Los Angeles are PAID to date?  Yes  No

Are there any outstanding orders to comply against the property from the Los Angeles Department of Building and Safety or Los Angeles Housing + Community Investment Department?  Yes  No

**HISTORICAL SIGNIFICANCE**

Historic-Cultural Monument (HCM)

HCM Number: 1088 HCM Name: Bank of Hollywood / Equitable Building

Contributor to a Historic Preservation Overlay Zone (HPOZ)

HPOZ Name: \_\_\_\_\_ Historic Property Name: \_\_\_\_\_

Original Construction Date: 1929 Architect(s): Aleck Curtett

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] 6/25/15 Susan Hill 6/25/2015  
Owner Signature Date Owner Signature Date

John Hill SUSAN HILL  
Print Name Print Name

Exhibit "A"

Revised January 2015

CITY OF LOS ANGELES  
HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Property Address 6251 & 6253 Hollywood Blvd 501

Owner(s) of Property: Frank Harper

Owner(s) Mailing Address 6253 Hollywood Blvd. #501

Home Telephone

Work Telephone

Mobile Telephone

Alternate Telephone

Owner(s) Email: hillharperoffice@gmail.com

Alternate Email

**PROPERTY INFORMATION**

Legal Description: Tract: TR 060544:-C Block: None Lot: LT 1 ARB: None

Assessor Identification Number (AIN): 5546-030-55 Council District No.: 13

Property Purchase Date: \_\_\_\_\_ Most Recent Assessed Value 551000

Owner Occupied:  Yes  No Use:  Single-Family Dwelling  Multi-family / Commercial / Industrial

Addresses for all other property owned within the City of Los Angeles are noted on a separate sheet of paper, Labeled "Attachment E", and submitted with this application?  Yes  NA

Taxes on all property owned within the City of Los Angeles are PAID to date?  Yes  No

Are there any outstanding orders to comply against the property from the Los Angeles Department of Building and Safety or Los Angeles Housing + Community Investment Department?  Yes  No

**HISTORICAL SIGNIFICANCE**

Historic-Cultural Monument (HCM)

HCM Number: 1088 HCM Name: Bank of Hollywood / Equitable Building

Contributor to a Historic Preservation Overlay Zone (HPOZ)

HPOZ Name: \_\_\_\_\_ Historic Property Name: \_\_\_\_\_

Original Construction Date: 1929 Architect(s): Aleck Curlett

Architectural Style: Late Gothic Revival and Art Deco

I am (We are) the present owner(s) of the property described above and hereby apply for an historical property contract.

[Signature] 6/29/15 \_\_\_\_\_  
Owner Signature Date Owner Signature Date

Frank Harper \_\_\_\_\_  
Print Name Print Name

Exhibit "A"

MILLS ACT HISTORICAL PROPERTY CONTRACT APPLICATION  
"ATTACHMENT E"

---

Name: FRANK HARPER  
Write first and last name

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

4501-4503 1/2 Maplewood Ave, Los Angeles, CA 90004

1645 No. Vine #706, Los Angeles CA 90028

1645 No. Vine #705, Los Angeles CA 90028

2700 CARMAR Dr., Los Angeles, CA 90046

239 S. VERMONT Ave; Los Angeles, CA 90004

CITY OF LOS ANGELES  
HISTORICAL PROPERTY CONTRACT APPLICATION FORM

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

Legal Description: Tract: TR 060544:-C Block: None Lot: LT 1 ARB: None

Assessor Identification Number (AIN): 5546-030-56 Council District No.: 13

Property Purchase Date: 6/11/2011 Most Recent Assessed Value 440258

Owner Occupied:  Yes  No Use:  Single-Family Dwelling  Multi-family / Commercial / Industrial

Addresses for all other property owned within the City of Los Angeles are noted on a separate sheet of paper, Labeled "Attachment E", and submitted with this application?  Yes  NA

Taxes on all property owned within the City of Los Angeles are PAID to date?  Yes  No

Are there any outstanding orders to comply against the property from the Los Angeles Department of Building and Safety or Los Angeles Housing + Community Investment Department?  Yes  No

HISTORICAL SIGNIFICANCE

Historic-Cultural Monument (HCM)

HCM Number: 1088 HCM Name: Bank of Hollywood / Equitable Building

Contributor to a Historic Preservation Overlay Zone (HPOZ)

HPOZ Name: \_\_\_\_\_ Historic Property Name: \_\_\_\_\_

Original Construction Date: 1929 Architect(s): Aleck Curlett

Architectural Style: Late Gothic Revival and Art Deco

I am (We are) the present owner(s) of the property described above and hereby apply for an historical property contract.

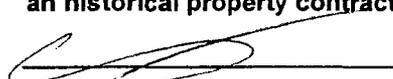
	<u>7/9/15</u>		<u>7/9/15</u>
Owner Signature	Date	Owner Signature	Date
<u>CHRIS KANTROWITZ</u>		<u>Alan Kantrowitz</u>	
Print Name		Print Name	

Exhibit "A"

Revised January 2015

MILLS ACT HISTORICAL PROPERTY CONTRACT APPLICATION  
"ATTACHMENT E"

---

Name: Chris Kanou  
*Write first and last name*

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

8331 Lookout Mountain Ave  
Los Angeles Ca 90046

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CITY OF LOS ANGELES  
HISTORICAL PROPERTY CONTRACT APPLICATION FORM

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 540.406.1245

Mobile Telephone 540.406.1245

Alternate Telephone

Owner(s) Email: bccalhoun@hotmail.com

Alternate Email rockbridgeguitar@gmail.com

PROPERTY INFORMATION

Legal Description: Tract: TR 060544-C Block: None Lot: LT 1 ARB: None

Assessor Identification Number (AIN): 5546-030-57 Council District No.: 13

Property Purchase Date: \_\_\_\_\_ Most Recent Assessed Value 343686

Owner Occupied:  Yes  No Use:  Single-Family Dwelling  Multi-family / Commercial / Industrial

Addresses for all other property owned within the City of Los Angeles are noted on a separate sheet of paper, Labeled "Attachment E", and submitted with this application?  Yes  NA

Taxes on all property owned within the City of Los Angeles are PAID to date?  Yes  No

Are there any outstanding orders to comply against the property from the Los Angeles Department of Building and Safety or Los Angeles Housing + Community Investment Department?  Yes  No

HISTORICAL SIGNIFICANCE

Historic-Cultural Monument (HCM)

HCM Number: 1088 HCM Name: Bank of Hollywood / Equitable Building

Contributor to a Historic Preservation Overlay Zone (HPOZ)

HPOZ Name: \_\_\_\_\_ Historic Property Name: \_\_\_\_\_

Original Construction Date: 1929 Architect(s): Alack Curtlett

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] 9/22/15 [Signature] 9/22/15  
Owner Signature Date Owner Signature Date

Brian Calhoun Ann Marie Simpson  
Print Name Print Name

Exhibit "A"

Revised January 2015

MILLS ACT HISTORICAL PROPERTY CONTRACT APPLICATION  
"ATTACHMENT E"

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Name: Brian Calhoun  
*Write first and last name*

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

6253 Hollywood Blvd  
Los Angeles, CA 90028

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CITY OF LOS ANGELES  
HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Property Address 6251 & 6253 Hollywood Blvd 504

Owner(s) of Property: Michael Bryan Feist

Owner(s) Mailing Address 11684 Ventura Blvd. #582

Home Telephone

Work Telephone 3109271818

Mobile Telephone

Alternate Telephone 818-761-3400

Owner(s) Email: zmelocity@yahoo.com

Alternate Email

**PROPERTY INFORMATION**

Legal Description: Tract: TR 060544:-C Block: None Lot: LT 1 ARB: None

Assessor Identification Number (AIN): 5546-030-58 Council District No.: 13

Property Purchase Date: \_\_\_\_\_ Most Recent Assessed Value 519827

Owner Occupied:  Yes  No Use:  Single-Family Dwelling  Multi-family / Commercial / Industrial

Addresses for all other property owned within the City of Los Angeles are noted on a separate sheet of paper, Labeled "Attachment E", and submitted with this application?  Yes  NA

Taxes on all property owned within the City of Los Angeles are PAID to date?  Yes  No

Are there any outstanding orders to comply against the property from the Los Angeles Department of Building and Safety or Los Angeles Housing + Community Investment Department?  Yes  No

**HISTORICAL SIGNIFICANCE**

Historic-Cultural Monument (HCM)

HCM Number: 1088 HCM Name: Bank of Hollywood / Equitable Building

Contributor to a Historic Preservation Overlay Zone (HPOZ)

HPOZ Name: \_\_\_\_\_ Historic Property Name: \_\_\_\_\_

Original Construction Date: 1929 Architect(s): Aleck Curlett

Architectural Style: Late Gothic Revival and Art Deco

I am (We are) the present owner(s) of the property described above and hereby apply for an historical property contract.

Michael Feist 08 JUL 2015

Owner Signature Date Owner Signature Date

Michael Feist

Print Name Print Name

Exhibit "A"

Revised January 2015

CITY OF LOS ANGELES  
HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Property Address 6251 & 6253 Hollywood Blvd 505

Owner(s) of Property: Julie Ashton & Gregg Barson

Owner(s) Mailing Address 6253 Hollywood Blvd 505

Home Telephone

Work Telephone

Mobile Telephone

Alternate Telephone

Owner(s) Email: julie@jacasting.com

Alternate Email Gregg@mansfieldavenue.com

PROPERTY INFORMATION

Legal Description: Tract: TR 060544:-C Block: None Lot: LT 1 ARB: None

Assessor Identification Number (AIN): 5546-030-59 Council District No.: 13

Property Purchase Date: \_\_\_\_\_ Most Recent Assessed Value 405079

Owner Occupied:  Yes  No Use:  Single-Family Dwelling  Multi-family / Commercial / Industrial

Addresses for all other property owned within the City of Los Angeles are noted on a separate sheet of paper, Labeled "Attachment E", and submitted with this application?

Yes  NA

Taxes on all property owned within the City of Los Angeles are PAID to date?

Yes  No

Are there any outstanding orders to comply against the property from the Los Angeles Department of Building and Safety or Los Angeles Housing + Community Investment Department?

Yes  No

HISTORICAL SIGNIFICANCE

Historic-Cultural Monument (HCM)

HCM Number: 1088 HCM Name: Bank of Hollywood / Equitable Building

Contributor to a Historic Preservation Overlay Zone (HPOZ)

HPOZ Name: \_\_\_\_\_ Historic Property Name: \_\_\_\_\_

Original Construction Date: 1929 Architect(s): Aleck Curlett

Architectural Style: Late Gothic Revival and Art Deco

I am (We are) the present owner(s) of the property described above and hereby apply for an historical property contract.

Owner Signature \_\_\_\_\_ Date 7/1/15

Julie Ashton

Print Name

Owner Signature \_\_\_\_\_ Date 7/1/15

GREGG BARSON

Print Name

Exhibit "A"

Revised January 2015

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

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Name: Julie Ashton & Greg Barson  
*Write first and last name*

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

8641 Allenwood Rd  
Los Angeles, Ca. 90046

CITY OF LOS ANGELES  
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 X 917-991-2022

Work Telephone 3239935017

Mobile Telephone X 917-991-2022

Alternate Telephone X

Owner(s) Email: X rachel.wells@turner.com

Alternate Email X rachel.wells@turner.com

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:  Yes  No Use:  Single-Family Dwelling  Multi-family / Commercial / Industrial

Addresses for all other property owned within the City of Los Angeles are noted on a separate sheet of paper, Labeled "Attachment E", and submitted with this application?  Yes  NA

Taxes on all property owned within the City of Los Angeles are PAID to date?  Yes  No

Are there any outstanding orders to comply against the property from the Los Angeles Department of Building and Safety or Los Angeles Housing + Community Investment Department?  Yes  No

HISTORICAL SIGNIFICANCE

Historic-Cultural Monument (HCM)

HCM Number: 1088 HCM Name: Bank of Hollywood / Equitable Building

Contributor to a Historic Preservation Overlay Zone (HPOZ)

HPOZ Name: Historic Property Name:

Original Construction Date: 1929 Architect(s): Aleck Curlett

Architectural Style: Late Gothic Revival and Art Deco

I am (We are) the present owner(s) of the property described above and hereby apply for an historical property contract.

Rachel Wells X 7/27/15 X  
Owner Signature Date Owner Signature Date

Rachel Wells X  
Print Name Print Name

Exhibit "A"

CITY OF LOS ANGELES  
HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Property Address 6251 & 6253 Hollywood Blvd 507

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

Legal Description: Tract: TR 060544:-C Block: None Lot: LT 1 ARB: None

Assessor Identification Number (AIN): 5546-030-5546030061 Council District No.: 13

Property Purchase Date:

Most Recent Assessed Value

Owner Occupied:  Yes  No Use:  Single-Family Dwelling  Multi-family / Commercial / Industrial

Addresses for all other property owned within the City of Los Angeles are noted on a separate sheet of paper, Labeled "Attachment E", and submitted with this application?

Yes  NA

Taxes on all property owned within the City of Los Angeles are PAID to date?

Yes  No

Are there any outstanding orders to comply against the property from the Los Angeles Department of Building and Safety or Los Angeles Housing + Community Investment Department?

Yes  No

HISTORICAL SIGNIFICANCE

Historic-Cultural Monument (HCM)

HCM Number: 1088 HCM Name: Bank of Hollywood / Equitable Building

Contributor to a Historic Preservation Overlay Zone (HPOZ)

HPOZ Name: \_\_\_\_\_ Historic Property Name: \_\_\_\_\_

Original Construction Date: 1929 Architect(s): Aleck Curlett

Architectural Style: Late Gothic Revival and Art Deco

I am (We are) the present owner(s) of the property described above and hereby apply for an historical property contract.

Arthur Benedetti Jr. 15 Sept 2015  
Owner Signature Date Owner Signature Date

ARTHUR BENEDETTI JR.  
Print Name Print Name

Exhibit "A"

CITY OF LOS ANGELES  
HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Property Address 6251 & 6253 Hollywood Blvd 508

Owner(s) of Property: April Lim

Owner(s) Mailing Address 6253 Hollywood Blvd unit #508

Home Telephone

Work Telephone 3238360320

Mobile Telephone

Alternate Telephone

Owner(s) Email: aprillim@  
*gaa-la.com*

Alternate Email

**PROPERTY INFORMATION**

Legal Description: Tract: TR 060544:-C Block: None Lot: LT 1 ARB: None

Assessor Identification Number (AIN): 5546-030-62 Council District No.: 13

Property Purchase Date: \_\_\_\_\_ Most Recent Assessed Value 964000

Owner Occupied:  Yes  No Use:  Single-Family Dwelling  Multi-family / Commercial / Industrial

Addresses for all other property owned within the City of Los Angeles are noted on a separate sheet of paper, Labeled "Attachment E", and submitted with this application?  Yes  NA

Taxes on all property owned within the City of Los Angeles are PAID to date?  Yes  No

Are there any outstanding orders to comply against the property from the Los Angeles Department of Building and Safety or Los Angeles Housing + Community Investment Department?  Yes  No

**HISTORICAL SIGNIFICANCE**

Historic-Cultural Monument (HCM)

HCM Number: 1088 HCM Name: Bank of Hollywood / Equitable Building

Contributor to a Historic Preservation Overlay Zone (HPOZ)

HPOZ Name: \_\_\_\_\_ Historic Property Name: \_\_\_\_\_

Original Construction Date: 1929 Architect(s): Aleck Curlett

Architectural Style: Late Gothic Revival and Art Deco

**I am (We are) the present owner(s) of the property described above and hereby apply for an historical property contract.**

*April Lim* *9/2/15* \_\_\_\_\_  
Owner Signature Date Owner Signature Date

April Lim \_\_\_\_\_  
Print Name Print Name

**Exhibit "A"**

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

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Name: April Lim  
*Write first and last name*

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

6657 Emmet Terrace, LA 90028

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CITY OF LOS ANGELES  
HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Property Address 6251 & 6253 Hollywood Blvd 509

Owner(s) of Property: Doshie Crandall

Owner(s) Mailing Address 777 Wedge Drive

Home Telephone (239) 216-1466

Work Telephone (239) 596-2300

Mobile Telephone (239) 216-1466

Alternate Telephone (239) 216-1465 (husband-Blake)

Owner(s) Email: roger.crandall@me.com

Alternate Email doshie777@aol.com

PROPERTY INFORMATION

Legal Description: Tract: TR 060544:-C Block: None Lot: LT 1 ARB: None

Assessor Identification Number (AIN): 5546-030-63 Council District No.: 13

Property Purchase Date: Most Recent Assessed Value 531000

Owner Occupied:  Yes  No Use:  Single-Family Dwelling  Multi-family / Commercial / Industrial

Addresses for all other property owned within the City of Los Angeles are noted on a separate sheet of paper, Labeled "Attachment E", and submitted with this application?  Yes  NA

Taxes on all property owned within the City of Los Angeles are PAID to date? *Only this property*  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 + *Only this property* Community Investment Department?  Yes  No

HISTORICAL SIGNIFICANCE

Historic-Cultural Monument (HCM)

HCM Number: 1088 HCM Name: Bank of Hollywood / Equitable Building

Contributor to a Historic Preservation Overlay Zone (HPOZ)

HPOZ Name: Historic Property Name:

Original Construction Date: 1929 Architect(s): Aleck Curlett

Architectural Style: Late Gothic Revival and Art Deco

I am (We are) the present owner(s) of the property described above and hereby apply for an historical property contract.

*Doshie R. Crandall* 9/25/2015  
Owner Signature Date Owner Signature Date

*Doshie R. Crandall*  
Print Name Print Name

Exhibit "A"

Revised January 2015

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 6251 & 6253 Hollywood Blvd. #601

OWNER(S) OF PROPERTY: Danny Villa

OWNER(S) MAILING ADDRESS: 6253 Hollywood Blvd #601

HOME TELEPHONE: \_\_\_\_\_ WORK TELEPHONE: 424-732-6600

MOBILE TELEPHONE: (424) 653-9088 ALTERNATE TELEPHONE: \_\_\_\_\_

OWNER(S) EMAIL: dannyvilla@me-filmtools.com ALTERNATE EMAIL: VILLAR@GMAIL.COM

PROPERTY INFORMATION

Legal Description: TRACT: TR 060544-C BLOCK: None LOT: LT1 ARB: None

Assessor Identification Number (AIN): 5546 - 030 - 67 COUNCIL DISTRICT NO.: 13

PROPERTY PURCHASE DATE: 1/5/16 MOST RECENT ASSESSED VALUE: \$579K

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

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

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

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

HISTORICAL SIGNIFICANCE

HISTORIC-CULTURAL MONUMENT (HCM)  
HCM NUMBER: 1088 HCM NAME: Bank of Hollywood / Equitable Building

CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)  
HPOZ NAME: \_\_\_\_\_ HISTORIC PROPERTY NAME: \_\_\_\_\_

ORIGINAL CONSTRUCTION DATE: 1929 ARCHITECT(S): Aleck Curlett

ARCHITECTURAL STYLE: Late Gothic Revival and Art Deco

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

[Signature] 7/18/16 \_\_\_\_\_

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

DANIEL VILLA \_\_\_\_\_

PRINT NAME PRINT NAME

EXHIBIT "A"

MILLS ACT HISTORICAL PROPERTY CONTRACT  
APPLICATION  
"ATTACHMENT E"

Name:  Danox Villa  
Write first and last name

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

7949 Selma Ave #5, Los Angeles, CA 90046

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CITY OF LOS ANGELES  
HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Property Address 6251 & 6253 Hollywood Blvd 602

Owner(s) of Property: Angelia Polsinelli

Owner(s) Mailing Address 6253 Hollywood Blvd 602

Home Telephone

Work Telephone 8183142785

Mobile Telephone

Alternate Telephone

Owner(s) Email: apolsinelli@joico.com

Alternate Email

**PROPERTY INFORMATION**

Legal Description: Tract: TR 060544:-C Block: None Lot: LT 1 ARB: None

Assessor Identification Number (AIN): 5546-030-65 Council District No.: 13

Property Purchase Date: January 2010 Most Recent Assessed Value 456459

Owner Occupied:  Yes  No Use:  Single-Family Dwelling  Multi-family / Commercial / Industrial

Addresses for all other property owned within the City of Los Angeles are noted on a separate sheet of paper, Labeled "Attachment E", and submitted with this application?  Yes  NA

Taxes on all property owned within the City of Los Angeles are PAID to date?  Yes  No

Are there any outstanding orders to comply against the property from the Los Angeles Department of Building and Safety or Los Angeles Housing + Community Investment Department?  Yes  No

**HISTORICAL SIGNIFICANCE**

Historic-Cultural Monument (HCM)

HCM Number: 1088 HCM Name: Bank of Hollywood / Equitable Building

Contributor to a Historic Preservation Overlay Zone (HPOZ)

HPOZ Name: \_\_\_\_\_ Historic Property Name: \_\_\_\_\_

Original Construction Date: 1929 Architect(s): Aleck Curlett

Architectural Style: Late Gothic Revival and Art Deco

I am (We are) the present owner(s) of the property described above and hereby apply for an historical property contract.

Angelia Polsinelli 9/09/2015  
Owner Signature Date Owner Signature Date

Angelia Polsinelli  
Print Name Print Name

Exhibit "A"

CITY OF LOS ANGELES  
HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Property Address 6251 & 6253 Hollywood Blvd 603

Owner(s) of Property: Timothy Mullen

Owner(s) Mailing Address 6253 Hollywood Blvd #603

Home Telephone

Work Telephone

Mobile Telephone

Alternate Telephone

Owner(s) Email: timothyRmullen@gmail.com

Alternate Email

**PROPERTY INFORMATION**

Legal Description: Tract: TR 060544:-C Block: None Lot: LT 1 ARB: None

Assessor Identification Number (AIN): 5546-030-66 Council District No.: 13

Property Purchase Date: 8-2-2012 Most Recent Assessed Value 281765

Owner Occupied:  Yes  No Use:  Single-Family Dwelling  Multi-family / Commercial / Industrial

Addresses for all other property owned within the City of Los Angeles are noted on a separate sheet of paper, Labeled "Attachment E", and submitted with this application?  Yes  NA

Taxes on all property owned within the City of Los Angeles are PAID to date?  Yes  No

Are there any outstanding orders to comply against the property from the Los Angeles Department of Building and Safety or Los Angeles Housing + Community Investment Department?  Yes  No

**HISTORICAL SIGNIFICANCE**

Historic-Cultural Monument (HCM)

HCM Number: 1088 HCM Name: Bank of Hollywood / Equitable Building

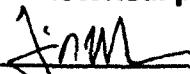
Contributor to a Historic Preservation Overlay Zone (HPOZ)

HPOZ Name: \_\_\_\_\_ Historic Property Name: \_\_\_\_\_

Original Construction Date: 1929 Architect(s): Aleck Curlett

Architectural Style: Late Gothic Revival and Art Deco

I am (We are) the present owner(s) of the property described above and hereby apply for an historical property contract.

 7-7-15 \_\_\_\_\_  
Owner Signature Date Owner Signature Date

TIMOTHY MULLEN \_\_\_\_\_  
Print Name Print Name

Exhibit "A"

Revised January 2015

CITY OF LOS ANGELES  
HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Property Address 6251 & 6253 Hollywood Blvd 701

Owner(s) of Property: Sergio Nicolau

Owner(s) Mailing Address 1645 N. Vine Street Suite 602

Home Telephone

Work Telephone 3234606661

Mobile Telephone 3236913054

Alternate Telephone

Owner(s) Email: snicolau@milagrofilms.com

Alternate Email

**PROPERTY INFORMATION**

Legal Description: Tract: TR 060544:-C Block: None Lot: LT 1 ARB: None

Assessor Identification Number (AIN): 5546-030-67 Council District No.: 13

Property Purchase Date: January 1, 2014 Most Recent Assessed Value 447866

Owner Occupied:  Yes  No Use:  Single-Family Dwelling  Multi-family / Commercial / Industrial

Addresses for all other property owned within the City of Los Angeles are noted on a separate sheet of paper, Labeled "Attachment E", and submitted with this application?  Yes  NA

Taxes on all property owned within the City of Los Angeles are PAID to date?  Yes  No

Are there any outstanding orders to comply against the property from the Los Angeles Department of Building and Safety or Los Angeles Housing + Community Investment Department?  Yes  No

**HISTORICAL SIGNIFICANCE**

Historic-Cultural Monument (HCM)

HCM Number: 1088 HCM Name: Bank of Hollywood / Equitable Building

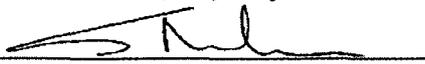
Contributor to a Historic Preservation Overlay Zone (HPOZ)

HPOZ Name: \_\_\_\_\_ Historic Property Name: \_\_\_\_\_

Original Construction Date: 1929 Architect(s): Aleck Curlett

Architectural Style: Late Gothic Revival and Art Deco

I am (We are) the present owner(s) of the property described above and hereby apply for an historical property contract.

 06/25/15  
Owner Signature Date Owner Signature Date

Sergio Nicolau  
Print Name Print Name

Exhibit "A"

Revised January 2015

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

---

Name:   SERGIO NICOLAU    
*Write first and last name*

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

  1645 N.Vine St # 602  

  Los Angeles, Ca 90028  

\_\_\_\_\_

\_\_\_\_\_

HISTORICAL PROPERTY CONTRACT APPLICATION  
FORM

Property Address 6251 & 6253 Hollywood Blvd 702

Owner(s) of Property: Tatiana Botton

Owner(s) Mailing Address 524 11th St

Home Telephone

Work Telephone 3109187233

Mobile Telephone

Alternate Telephone

Owner(s) Email: tatb@mac.com

Alternate Email

PROPERTY INFORMATION

Legal Description: Tract: TR 060544:-C Block: None Lot: LT 1 ARB: None

Assessor Identification Number (AIN): 5546-030-68 Council District No.: 13

Property Purchase Date: \_\_\_\_\_ Most Recent Assessed Value 563861

Owner Occupied:  Yes  No Use:  Single-Family Dwelling  Multi-family / Commercial / Industrial

Addresses for all other property owned within the City of Los Angeles are noted on a separate sheet of paper, Labeled "Attachment E", and submitted with this application?  Yes  NA

Taxes on all property owned within the City of Los Angeles are PAID to date?  Yes  No

Are there any outstanding orders to comply against the property from the Los Angeles Department of Building and Safety or Los Angeles Housing + Community Investment Department?  Yes  No

HISTORICAL SIGNIFICANCE

Historic-Cultural Monument (HCM)

HCM Number: 1088 HCM Name: Bank of Hollywood / Equitable Building

Contributor to a Historic Preservation Overlay Zone (HPOZ)

HPOZ Name: \_\_\_\_\_ Historic Property Name: \_\_\_\_\_

Original Construction Date: 1929 Architect(s): Aleck Curlett

Architectural Style: Late Gothic Revival and Art Deco

I am (We are) the present owner(s) of the property described above and hereby apply for an historical property contract.

[Signature] July 25th 2015  
Owner Signature Date Owner Signature Date

TATIANA BOTTON  
Print Name Print Name

EXHIBIT A

MILLS ACT HISTORICAL PROPERTY CONTRACT APPLICATION  
"ATTACHMENT E"

---

Name: TATIANA BODON  
Write first and last name

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

650 SUNSET AVENUE, VENICE CA 90291

707-709 FLOWER AVENUE, VENICE CA 90291

325 INDIANA, VENICE CA 90291

606 INDIANA / 804 6<sup>th</sup> ST, VENICE CA 90291

806 6<sup>th</sup> ST, VENICE, CA 90291

538-540 BROADWAY, VENICE, CA 90291

664 BROADWAY, VENICE, CA 90291

613 ROSE AVENUE, VENICE, CA 90291

615 HAUPTON AVE. # B102, VENICE, CA 90291

CITY OF LOS ANGELES  
HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Property Address 6251 & 6253 Hollywood Blvd 703

Owner(s) of Property: Evelyn Susan Ginossi

Owner(s) Mailing Address 1130 23rd Street, Manhattan Beach, California, 90266

Home Telephone 310-529-6887

Work Telephone 310-746-3837

Mobile Telephone

Alternate Telephone

Owner(s) Email: evelynginossi@hotmail.com

Alternate Email evelyn@ibvadisorygroup.com

---

**PROPERTY INFORMATION**

Legal Description: Tract: TR 060544:-C Block: None Lot: LT 1 ARB: None

Assessor Identification Number (AIN): 5546-030-69 Council District No.: 13

Property Purchase Date: \_\_\_\_\_ Most Recent Assessed Value 385000

Owner Occupied:  Yes  No Use:  Single-Family Dwelling  Multi-family / Commercial / Industrial

Addresses for all other property owned within the City of Los Angeles are noted on a separate sheet of paper, Labeled "Attachment E", and submitted with this application?  Yes  NA

Taxes on all property owned within the City of Los Angeles are PAID to date?  Yes  No

Are there any outstanding orders to comply against the property from the Los Angeles Department of Building and Safety or Los Angeles Housing + Community Investment Department?  Yes  No

---

**HISTORICAL SIGNIFICANCE**

Historic-Cultural Monument (HCM)

HCM Number: 1088 HCM Name: Bank of Hollywood / Equitable Building

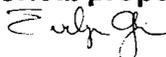
Contributor to a Historic Preservation Overlay Zone (HPOZ)

HPOZ Name: \_\_\_\_\_ Historic Property Name: \_\_\_\_\_

Original Construction Date: 1929 Architect(s): Aleck Curlett

Architectural Style: Late Gothic Revival and Art Deco

**I am (We are) the present owner(s) of the property described above and hereby apply for an historical property contract.**

 6/29/15 \_\_\_\_\_  
**Owner Signature** **Date** **Owner Signature** **Date**

Evelyn Ginossi  
**Print Name**

\_\_\_\_\_  
**Print Name**

Exhibit "A"

Revised January 2015

CITY OF LOS ANGELES  
HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Property Address 6251 & 6253 Hollywood Blvd 704

Owner(s) of Property: Richard Kring/Lisa LaCorte Kring

Owner(s) Mailing Address P.O Box 46609

Home Telephone 323-876-5285

Work Telephone 323-785-0255

Mobile Telephone 310-650-9010

Alternate Telephone

Owner(s) Email: erikrchin@yahoo.com

Alternate Email

**PROPERTY INFORMATION**

Legal Description: Tract: TR 060544:-C Block: None Lot: LT 1 ARB: None

Assessor Identification Number (AIN): 5546-030-70 Council District No.: 13

Property Purchase Date: \_\_\_\_\_ Most Recent Assessed Value 611987

Owner Occupied:  Yes  No Use:  Single-Family Dwelling  Multi-family / Commercial / Industrial

Addresses for all other property owned within the City of Los Angeles are noted on a separate sheet of paper, Labeled "Attachment E", and submitted with this application?

Yes  NA

Taxes on all property owned within the City of Los Angeles are PAID to date?

Yes  No

Are there any outstanding orders to comply against the property from the Los Angeles Department of Building and Safety or Los Angeles Housing + Community Investment Department?

Yes  No

**HISTORICAL SIGNIFICANCE**

Historic-Cultural Monument (HCM)

HCM Number: 1088 HCM Name: Bank of Hollywood / Equitable Building

Contributor to a Historic Preservation Overlay Zone (HPOZ)

HPOZ Name: \_\_\_\_\_ Historic Property Name: \_\_\_\_\_

Original Construction Date: 1929 Architect(s): Aleck Curlett

Architectural Style: Late Gothic Revival and Art Deco

I am (We are) the present owner(s) of the property described above and hereby apply for an historical property contract.

Owner Signature

Date

Owner Signature

Date

Print Name

Print Name

Exhibit "A"

Revised January 2015

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

---

Name: RICHARD T. KRING  
Write first and last name

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

2424 NICHOLS CANYON RD.  
LOS ANGELES, CA. 90046

CITY OF LOS ANGELES  
HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Property Address: 6251 & 6253 Hollywood Blvd 705

Owner(s) of Property: Gerard Vernice

Owner(s) Mailing Address: 6253 Hollywoods Blvd. #705

Home Telephone

Work Telephone

Mobile Telephone 818 445-6193

Alternate Telephone

Owner(s) Email: gerardvernice@earthlink.net

Alternate Email

PROPERTY INFORMATION

Legal Description: Tract: TR 060544:-C

Block: None

Lot: LT 1

ARB: 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:  Yes  No Use:  Single-Family Dwelling  Multi-family / Commercial / Industrial

Addresses for all other property owned within the City of Los Angeles are noted on a separate sheet of paper, labeled "Attachment E", and submitted with this application?

Yes  NA

Taxes on all property owned within the City of Los Angeles are PAID to date?

Yes  No

Are there any outstanding orders to comply against the property from the Los Angeles Department of Building and Safety or Los Angeles Housing + Community Investment Department?

Yes  No

HISTORICAL SIGNIFICANCE

Historic-Cultural Monument (HCM)

HCM Number: 1088

HCM Name: Bank of Hollywood / Equitable Building

Contributor to a Historic Preservation Overlay Zone (HPOZ)

HPOZ Name:

Historic Property Name:

Original Construction Date: 1929

Architect(s): Aleck Curtlett

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

Date

Print Name

Print Name

Exhibit "A"

Revised January 2015

CITY OF LOS ANGELES  
HISTORICAL PROPERTY CONTRACT APPLICATION FORM

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

Home Telephone 949-218-7849

work telephone

Mobile Telephone 949-939-4405

Alternate Telephone 949-218-3605

Owner(s) Email: martabirchfield@gmail.com

Alternate Email kcbengard@gmail.com

**PROPERTY INFORMATION**

Legal Description: Tract: TR 060544:-C Block: None Lot: LT 1 ARB: None

Assessor Identification Number (AIN): 5646-030-72 Council District No.: 13

Property Purchase Date: \_\_\_\_\_ Most Recent Assessed Value 611988

Owner Occupied:  Yes  No Use:  Single-Family Dwelling  Multi-family / Commercial / Industrial

Addresses for all other property owned within the City of Los Angeles are noted on a separate sheet of paper, Labeled "Attachment E", and submitted with this application.

Yes  NA

Taxes on all property owned within the City of Los Angeles are PAID to date?

Yes  No

Are there any outstanding orders to comply against the property from the Los Angeles Department of Building and Safety or Los Angeles Housing + Community Investment Department?

Yes  No

**HISTORICAL SIGNIFICANCE**

Historic-Cultural Monument (HCM)

HCM Number: 1088 HCM Name: Bank of Hollywood / Equitable Building

Contributor to a Historic Preservation Overlay Zone (HPOZ)

HPOZ Name: \_\_\_\_\_ Historic Property Name: \_\_\_\_\_

Original Construction Date: 1929 Architect(s): Aleck Curlett

Architectural Style: Late Gothic Revival and Art Deco

I am (We are) the present owner(s) of the property described above and hereby apply for an historical property contract.

Thomas P. Bengard 7/5/15 [Signature] 7/4/2015  
Owner Signature TRUSTEE Date Owner Signature Date

Thomas P. Bengard Kim C Bengard  
Print Name Print Name

Exhibit "A"

Revised January 2015

CITY OF LOS ANGELES  
HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Property Address 6251 & 6253 Hollywood Blvd 707

Owner(s) of Property: Ryan Donohue

Owner(s) Mailing Address 6253 Hollywood Blvd 707

Home Telephone

Work Telephone 3107810447

Mobile Telephone

Alternate Telephone

Owner(s) Email: rfdonohue@gmail.com

Alternate Email

**PROPERTY INFORMATION**

Legal Description: Tract: TR 060544:-C Block: None Lot: LT 1 ARB: None

Assessor Identification Number (AIN): 5546-030-73 Council District No.: 13

Property Purchase Date: 3/2010 Most Recent Assessed Value 510160

Owner Occupied:  Yes  No Use:  Single-Family Dwelling  Multi-family / Commercial / Industrial

Addresses for all other property owned within the City of Los Angeles are noted on a separate sheet of paper, Labeled "Attachment E", and submitted with this application?  Yes  NA

Taxes on all property owned within the City of Los Angeles are PAID to date?  Yes  No

Are there any outstanding orders to comply against the property from the Los Angeles Department of Building and Safety or Los Angeles Housing + Community Investment Department?  Yes  No

**HISTORICAL SIGNIFICANCE**

Historic-Cultural Monument (HCM)

HCM Number: 1088 HCM Name: Bank of Hollywood / Equitable Building

Contributor to a Historic Preservation Overlay Zone (HPOZ)

HPOZ Name: \_\_\_\_\_ Historic Property Name: \_\_\_\_\_

Original Construction Date: 1929 Architect(s): Aleck Curlett

Architectural Style: Late Gothic Revival and Art Deco

**I am (We are) the present owner(s) of the property described above and hereby apply for an historical property contract.**

 6-26-15  
Owner Signature Date Owner Signature Date

RYAN DONOHUE  
Print Name Print Name

Exhibit "A"

Revised January 2015

CITY OF LOS ANGELES  
HISTORICAL PROPERTY CONTRACT APPLICATION FORM

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:

Owner(s) Email: md@mychaeldanna.com

Alternate Email: ab@mychaeldann.com

**PROPERTY INFORMATION**

Legal Description. Tract: TR 060544:-C Block: None Lot: LT 1 ARB: None

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.  Yes  No Use:  Single-Family Dwelling  Multi-family / Commercial / Industrial

Addresses for all other property owned within the City of Los Angeles are noted on a separate sheet of paper, Labeled "Attachment E", and submitted with this application?  Yes  NA

Taxes on all property owned within the City of Los Angeles are PAID to date?  Yes  No

Are there any outstanding orders to comply against the property from the Los Angeles Department of Building and Safety or Los Angeles Housing + Community Investment Department?  Yes  No

**HISTORICAL SIGNIFICANCE**

Historic-Cultural Monument (HCM)

HCM Number: 1088 HCM Name: Bank of Hollywood / Equitable Building

Contributor to a Historic Preservation Overlay Zone (HPOZ)

HPOZ Name: \_\_\_\_\_ Historic Property Name: \_\_\_\_\_

Original Construction Date: 1929 Architect(s): Aleck Curlett

Architectural Style: Late Gothic Revival and Art Deco

I am (We are) the present owner(s) of the property described above and hereby apply for an historical property contract.

	<u>Sept 12, 2015</u>		<u>Sept 12, 2015</u>
Owner Signature	Date	Owner Signature	Date
<u>MYCHAE DANNA</u>		<u>APARNA BHARGAVA</u>	
Print Name		Print Name	

Exhibit "A"

Revised January 2015

MILLS ACT HISTORICAL PROPERTY CONTRACT APPLICATION  
"ATTACHMENT E"

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Name: MICHAEL 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

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CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 6251 & 6253 Hollywood Blvd. # 709

OWNER(S) OF PROPERTY: Trask Donaldson

OWNER(S) MAILING ADDRESS: 6253 Hollywood Blvd # 709

HOME TELEPHONE: n/d WORK TELEPHONE: n/d

MOBILE TELEPHONE: (970) 846-4065 ALTERNATE TELEPHONE: n/d

OWNER(S) EMAIL: traskdonaldson@gmail.com ALTERNATE EMAIL: \_\_\_\_\_

PROPERTY INFORMATION

Legal Description: TRACT: TR 060544 - C BLOCK: NONE LOT: LT1 ARB: NONE

Assessor Identification Number (AIN): 5546 - 030 - 75 COUNCIL DISTRICT NO.: 13

PROPERTY PURCHASE DATE: 12/10/15 MOST RECENT ASSESSED VALUE: \$590,000

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

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

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE?  YES  NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT?  YES  NO

HISTORICAL SIGNIFICANCE

HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: 1088 HCM NAME: BAUX OF HOLLYWOOD / EQUITABLE BLD.

CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: \_\_\_\_\_ HISTORIC PROPERTY NAME: \_\_\_\_\_

ORIGINAL CONSTRUCTION DATE: 1929 ARCHITECT(S): ALEX CURLETT

ARCHITECTURAL STYLE: Late Gothic Revival / Art Deco

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

[Signature] 7/20/16 \_\_\_\_\_

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

TRASK L. DONALDSON \_\_\_\_\_

PRINT NAME PRINT NAME

EXHIBIT "A"

CITY OF LOS ANGELES  
HISTORICAL PROPERTY CONTRACT APPLICATION FORM

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**

Legal Description: Tract: TR 060544:-C Block: None Lot: LT 1 ARB: None

Assessor Identification Number (AIN): 5546-030-76 Council District No.: 13

Property Purchase Date:

Most Recent Assessed Value 395240

Owner Occupied:  Yes  No Use:  Single-Family Dwelling  Multi-family / Commercial / Industrial

Addresses for all other property owned within the City of Los Angeles are noted on a separate sheet of paper, Labeled "Attachment E", and submitted with this application?

Yes  NA

Taxes on all property owned within the City of Los Angeles are PAID to date?

Yes  No

Are there any outstanding orders to comply against the property from the Los Angeles Department of Building and Safety or Los Angeles Housing + Community Investment Department?

Yes  No

**HISTORICAL SIGNIFICANCE**

Historic-Cultural Monument (HCM)

HCM Number: 1088 HCM Name: Bank of Hollywood / Equitable Building

Contributor to a Historic Preservation Overlay Zone (HPOZ)

HPOZ Name: \_\_\_\_\_ Historic Property Name: \_\_\_\_\_

Original Construction Date: 1929 Architect(s): Aleck Curlett

Architectural Style: Late Gothic Revival and Art Deco

I am (We are) the present owner(s) of the property described above and hereby apply for an historical property contract.

[Signature] 7/1/15 [Signature] 7/1/15  
Owner Signature Date Owner Signature Date

Vartan Muradyan Anait Muradyan  
Print Name Print Name

Exhibit "A"

CITY OF LOS ANGELES  
HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Property Address 6251 & 6253 Hollywood Blvd 802

Owner(s) of Property: Yelki Proprietary Limited

Owner(s) Mailing Address 6253 Hollywood Blvd 802

Home Telephone

Work Telephone 3238765506

Mobile Telephone

Alternate Telephone

Owner(s) Email: akelly1928@gmail.com

Alternate Email

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**PROPERTY INFORMATION**

Legal Description: Tract. TR 060544.-C Block: None Lot: LT 1 ARB: None

Assessor Identification Number (AIN): 5546-030-77 Council District No.: 13

Property Purchase Date: 12/21/09 Most Recent Assessed Value 492977

Owner Occupied:  Yes  No Use:  Single-Family Dwelling  Multi-family / Commercial / Industrial

Addresses for all other property owned within the City of Los Angeles are noted on a separate sheet of paper, Labeled "Attachment E", and submitted with this application?  Yes  NA

Taxes on all property owned within the City of Los Angeles are PAID to date?  Yes  No

Are there any outstanding orders to comply against the property from the Los Angeles Department of Building and Safety or Los Angeles Housing + Community Investment Department?  Yes  No

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**HISTORICAL SIGNIFICANCE**

Historic-Cultural Monument (HCM)

HCM Number: 1088 HCM Name: Bank of Hollywood / Equitable Building

Contributor to a Historic Preservation Overlay Zone (HPOZ)

HPOZ Name: \_\_\_\_\_ Historic Property Name: \_\_\_\_\_

Original Construction Date: 1929 Architect(s): Aleck Curlett

Architectural Style: Late Gothic Revival and Art Deco

I am (We are) the present owner(s) of the property described above and hereby apply for an historical property contract.

Annie Kelly 29/06/15  
Owner Signature Date Owner Signature Date

Annie Kelly, Director, Yelki Pty Ltd  
Print Name Print Name

**Exhibit "A"**

Revised January 2015

MILLS ACT HISTORICAL PROPERTY CONTRACT  
APPLICATION  
"ATTACHMENT E"

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Name: Yelki Pty Ltd  
*Write first and last name*

Address(es) of other property owned in the City of Los Angeles:

3147-3149 Helms Ave, Los Angeles, 90034

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CITY OF LOS ANGELES  
HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Property Address 6251 & 6253 Hollywood Blvd 803

Owner(s) of Property: John Stewart, Carl Ferro

Owner(s) Mailing Address 811 W. Deer Valley Road, Phoenix, AZ 85027

Home Telephone

Work Telephone 3238553755

Mobile Telephone

Alternate Telephone

Owner(s) Email: John@Sunfare.com

Alternate Email carl@sunfare.com

PROPERTY INFORMATION

Legal Description: Tract: TR 060544:-C Block: None Lot: LT 1 ARB: None

Assessor Identification Number (AIN): 5548-030-78 Council District No.: 13

Property Purchase Date: \_\_\_\_\_ Most Recent Assessed Value 395000

Owner Occupied:  Yes  No Use:  Single-Family Dwelling  Multi-family / Commercial / Industrial

Addresses for all other property owned within the City of Los Angeles are noted on a separate sheet of paper, Labeled "Attachment E", and submitted with this application?  Yes  NA

Taxes on all property owned within the City of Los Angeles are PAID to date?  Yes  No

Are there any outstanding orders to comply against the property from the Los Angeles Department of Building and Safety or Los Angeles Housing + Community Investment Department?  Yes  No

HISTORICAL SIGNIFICANCE

Historic-Cultural Monument (HCM)

HCM Number: 1088 HCM Name: Bank of Hollywood / Equitable Building

Contributor to a Historic Preservation Overlay Zone (HPOZ)

HPOZ Name: \_\_\_\_\_ Historic Property Name: \_\_\_\_\_

Original Construction Date: 1929 Architect(s): Aleck Curti

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

Date

John P. Stewart  
Print Name

CARL FERRO  
Print Name

Exhibit "A"

Revised January 2015

**MILLS ACT HISTORICAL PROPERTY CONTRACT  
APPLICATION  
"ATTACHMENT E"**

Name: Carl Ferro  
Write first and last name

**Address(es) of other property in the City of Los Angeles:**

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CITY OF LOS ANGELES  
HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Property Address 6251 & 6253 Hollywood Blvd 901

Owner(s) of Property: Cameron Nunez

Owner(s) Mailing Address 6253 Hollywood Blvd #901

Home Telephone

Work Telephone 7149062819

Mobile Telephone

Alternate Telephone

Owner(s) Email: colleentmulligan@gmail.com

Alternate Email

PROPERTY INFORMATION

Legal Description: Tract: TR 060544:-C Block: None Lot: LT 1 ARB: None

Assessor Identification Number (AIN): 5546-030-79 Council District No.: 13

Property Purchase Date: \_\_\_\_\_ Most Recent Assessed Value 549,805

Owner Occupied:  Yes  No Use:  Single-Family Dwelling  Multi-family / Commercial / Industrial

Addresses for all other property owned within the City of Los Angeles are noted on a separate sheet of paper, Labeled "Attachment E", and submitted with this application?  Yes  NA

Taxes on all property owned within the City of Los Angeles are PAID to date?  Yes  No

Are there any outstanding orders to comply against the property from the Los Angeles Department of Building and Safety or Los Angeles Housing + Community Investment Department?  Yes  No

HISTORICAL SIGNIFICANCE

Historic-Cultural Monument (HCM)

HCM Number: 1088 HCM Name: Bank of Hollywood / Equitable Building

Contributor to a Historic Preservation Overlay Zone (HPOZ)

HPOZ Name: \_\_\_\_\_ Historic Property Name: \_\_\_\_\_

Original Construction Date: 1929 Architect(s): Aleck Curlett

Architectural Style: Late Gothic Revival and Art Deco

I am (We are) the present owner(s) of the property described above and hereby apply for an historical property contract.

Cameron C. Nunez 7/7/2015  
Owner Signature Date Owner Signature Date

Cameron C. Nuñez  
Print Name Print Name

Exhibit "A"

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 6251 & 6253 Hollywood Blvd #902

OWNER(S) OF PROPERTY: Elizabeth Mary Pashley & Wayne Pashley

OWNER(S) MAILING ADDRESS: 6253 Hollywood Blvd #902

HOME TELEPHONE: WORK TELEPHONE: 61412043361

MOBILE TELEPHONE: ALTERNATE TELEPHONE:

OWNER(S) EMAIL: libby@bigbangsound.com.au ALTERNATE EMAIL:

PROPERTY INFORMATION

Legal Description: TRACT: TR 060 544 C BLOCK: LOT: LT 1 ARB: None

Assessor Identification Number (AIN): 5546 - 030 - 80 COUNCIL DISTRICT NO.: 13

PROPERTY PURCHASE DATE: 1 6 14 MOST RECENT ASSESSED VALUE: \$640,000

OWNER OCCUPIED: [X] YES [ ] NO USE: [ ] SINGLE-FAMILY DWELLING [X] MULTI-FAMILY/COMMERCIAL/INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? [ ] YES [X] NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? [X] YES [ ] NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? [ ] YES [X] NO

HISTORICAL SIGNIFICANCE

[X] HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: 1088 HCM NAME: Bank of Hollywood/Equitable Building

[ ] CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: HISTORIC PROPERTY NAME:

ORIGINAL CONSTRUCTION DATE: 1929 ARCHITECT(S): Aleck Curlet

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 DATE

PRINT NAME

PRINT NAME

EXHIBIT "A"

CITY OF LOS ANGELES  
HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Property Address 6251 & 6253 Hollywood Blvd 903

Owner(s) of Property: Larry Shontz & Gloria J-P Shontz

Owner(s) Mailing Address 2415 South Chester Springs Road

Home Telephone

Work Telephone 2156037138

Mobile Telephone

Alternate Telephone 610 827 7198

Owner(s) Email: getlexis@gmail.com

Alternate Email gishontz@aol.com

L Shontz @ AOL.com

**PROPERTY INFORMATION**

Legal Description: Tract TR 060544-C.

Block: None

Lot: LT1

ARB: None

Assessor Identification Number (AIN): 5546-030-81

Council District No.: 13

Property Purchase Date: 12-12-2008

Most Recent Assessed Value \$421,000

Owner Occupied:  Yes  No Use:  Single-Family Dwelling  Multi-family / Commercial / Industrial

Addresses for all other property owned within the City of Los Angeles are noted on a separate sheet of paper, Labeled "Attachment E", and submitted with this application?

Yes  NA

Taxes on all property owned within the City of Los Angeles are PAID to date?

Yes  No

Are there any outstanding orders to comply against the property from the Los Angeles Department of Building and Safety or Los Angeles Housing + Community Investment Department?

Yes  No

**HISTORICAL SIGNIFICANCE**

Historic-Cultural Monument (HCM)

HCM Number: 1088

HCM Name: Bank of Hollywood / Equitable Building

Contributor to a Historic Preservation Overlay Zone (HPOZ)

HPOZ Name:

Historic Property Name:

Original Construction Date:

1929

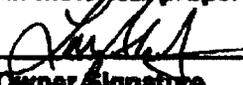
Architect(s):

Aleck Curlett

Architectural Style:

Late Gothic Revival and Art Deco

I am (We are) the present owner(s) of the property described above and hereby apply for an historical property contract.

  
Owner Signature

6-30-15

Date

  
Owner Signature

6-30-15

Date

LARRY SHONTZ  
Print Name

Gloria J-P Shontz  
Print Name

Exhibit "A"

Revised January 2015

CITY OF LOS ANGELES  
HISTORICAL PROPERTY CONTRACT APPLICATION FORM

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**

Legal Description: Tract: TR 060544-C Block: None Lot: LT1 AFB: None

Assessor Identification Number (AIN): 5546-030-82 Council District No.: 13

Property Purchase Date:

Most Recent Assessed Value

Owner Occupied.  Yes  No Use:  Single-Family Dwelling  Multi-family / Commercial / Industrial

Addresses for all other property owned within the City of Los Angeles are noted on a separate sheet of paper, labeled "Attachment E", and submitted with this application?

Yes  No

Taxes on all property owned within the City of Los Angeles are PAID to date?

Yes  No

Are there any outstanding orders to comply against the property from the Los Angeles Department of Building and Safety or Los Angeles Housing + Community Investment Department?

Yes  No

**HISTORICAL SIGNIFICANCE**

Historic-Cultural Monument (HCM)

HCM Number: 1088 HCM Name: BANK of HOLLYWOOD/EQUITABLE BUILDING

Contributor to a Historic Preservation Overlay Zone (HPOZ)

HPOZ Name: \_\_\_\_\_ Historic Property Name: \_\_\_\_\_

Original Construction Date: 1929 Architect(s): ALECK CURLETT

Architectural Style: Late Gothic Revival and Art Deco

I am (We are) the present owner(s) of the property described above and hereby apply for an historical property contract.

Owner Signature

Date

Owner Signature

Date

Print Name

Print Name

Exhibit "A"

Revised January 2015

CITY OF LOS ANGELES  
HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Property Address 6251 & 6253 Hollywood Blvd 905

Owner(s) of Property: Andrew Chang

Owner(s) Mailing Address 6253 Hollywood Blvd #905

Home Telephone

Work Telephone

Mobile Telephone 909-451-3701

Alternate Telephone

Owner(s) Email: andylew.chang@gmail.com

Alternate Email

PROPERTY INFORMATION

Legal Description: Tract: TR 060544:-C Block: None Lot: LT 1 ARB: None

Assessor Identification Number (AIN): 5546-030-83 Council District No.: 13

Property Purchase Date: 9-17-2010 Most Recent Assessed Value 463711

Owner Occupied:  Yes  No Use:  Single-Family Dwelling  Multi-family / Commercial / Industrial

Addresses for all other property owned within the City of Los Angeles are noted on a separate sheet of paper, Labeled "Attachment E", and submitted with this application?  Yes  NA

Taxes on all property owned within the City of Los Angeles are PAID to date?  Yes  No

Are there any outstanding orders to comply against the property from the Los Angeles Department of Building and Safety or Los Angeles Housing + Community Investment Department?  Yes  No

HISTORICAL SIGNIFICANCE

Historic-Cultural Monument (HCM)

HCM Number: 1088 HCM Name: Bank of Hollywood / Equitable Building

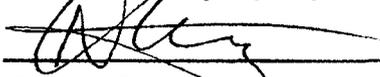
Contributor to a Historic Preservation Overlay Zone (HPOZ)

HPOZ Name: Historic Property Name:

Original Construction Date: 1929 Architect(s): Aleck Curlett

Architectural Style: Late Gothic Revival and Art Deco

I am (We are) the present owner(s) of the property described above and hereby apply for an historical property contract.

 7-6-2015

Owner Signature Date Owner Signature Date

Andrew Chang

Print Name Print Name

Exhibit "A"

MILLS ACT HISTORICAL PROPERTY CONTRACT APPLICATION  
"ATTACHMENT E"

---

Name: Andrew Chang  
*Write first and last name*

Address(es) of other property owned in the City of Los Angeles:

900 W. Olympic Blvd #32B, Los Angeles CA 90015

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CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 6251 & 6253 Hollywood Blvd #906
OWNER(S) OF PROPERTY: Arielle Vandenberg
OWNER(S) MAILING ADDRESS: 6253 Hollywood Blvd #906 Los Angeles CA 90028
HOME TELEPHONE: 310-987-6143 WORK TELEPHONE: 310-987-6143
MOBILE TELEPHONE: 310-987-6143 ALTERNATE TELEPHONE: " "
OWNER(S) EMAIL: ARIELLEVAN@YAHOO.COM ALTERNATE EMAIL: X

PROPERTY INFORMATION

Legal Description: TRACT: TR 060544 C BLOCK: None LOT: LT 1 ARB: None
Assessor Identification Number (AIN): 5546 - 030 - 084 COUNCIL DISTRICT NO.: 13
PROPERTY PURCHASE DATE: 9/17/15 MOST RECENT ASSESSED VALUE: 700K
OWNER OCCUPIED: X YES O NO USE: X 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? O YES X NA
TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? X 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? O YES X NO

HISTORICAL SIGNIFICANCE

X HISTORIC-CULTURAL MONUMENT (HCM)
HCM NUMBER: 1088 HCM NAME: Bank of Hollywood/Equitable Building
O 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.

OWNER SIGNATURE DATE OWNER SIGNATURE DATE
Arielle Vandenberg July 18, 2016
PRINT NAME PRINT NAME

EXHIBIT "A"

CITY OF LOS ANGELES  
HISTORICAL PROPERTY CONTRACT APPLICATION FORM

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

Home Telephone

Work Telephone 6103313302

Mobile Telephone

Alternate Telephone

Owner(s) Email: casey@caseysabolmusic.com

Alternate Email

PROPERTY INFORMATION

Legal Description: Tract: TR 060544:-C Block: None Lot: LT 1 ARB: 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:  Yes  No Use:  Single-Family Dwelling  Multi-family / Commercial / Industrial

Addresses for all other property owned within the City of Los Angeles are noted on a separate sheet of paper, Labeled "Attachment E", and submitted with this application?  Yes  NA

Taxes on all property owned within the City of Los Angeles are PAID to date?  Yes  No

Are there any outstanding orders to comply against the property from the Los Angeles Department of Building and Safety or Los Angeles Housing + Community Investment Department?  Yes  No

HISTORICAL SIGNIFICANCE

Historic-Cultural Monument (HCM)

HCM Number: 1088 HCM Name: Bank of Hollywood / Equitable Building

Contributor to a Historic Preservation Overlay Zone (HPOZ)

HPOZ Name: \_\_\_\_\_ Historic Property Name: \_\_\_\_\_

Original Construction Date: 1929 Architect(s): Aleck Curlett

Architectural Style: Late Gothic Revival and Art Deco

I am (We are) the present owner(s) of the property described above and hereby apply for an historical property contract.

Casey D. Sabol  
Owner Signature

6/24/15  
Date

[Signature]  
Owner Signature

6/27/15  
6/27/2015  
Date

CASEY D. SABOL  
Print Name

John DeBella  
Print Name  
LISA SABOL DEBELLA

Exhibit "A"

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 6253 W. Hollywood Boulevard Unit 908 Los Angeles, CA 90028

OWNER(S) OF PROPERTY: Basil Glen Ballard, Jr.

OWNER(S) MAILING ADDRESS: 6253 W. Hollywood Boulevard, Unit 908 Los Angeles, CA 90028

HOME TELEPHONE: (323) 468-4130 WORK TELEPHONE: (323) 468-4130

MOBILE TELEPHONE: (310) 800-8008 ALTERNATE TELEPHONE:

OWNER(S) EMAIL: gb@augury.me ALTERNATE EMAIL: av@augury.me

PROPERTY INFORMATION

Legal Description: TRACT: TR 060544-C BLOCK: None LOT: LT 1 ARB: None

Assessor Identification Number (AIN): 5546 - 030 - 086 COUNCIL DISTRICT NO.: 13

PROPERTY PURCHASE DATE: 5/14/2010 MOST RECENT ASSESSED VALUE: \$843,110.00

OWNER OCCUPIED: Yes NO USE: SINGLE-FAMILY DWELLING MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? Yes NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? Yes NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? Yes No

HISTORICAL SIGNIFICANCE

Historic-Cultural Monument (HCM)

HCM NUMBER: HCM NAME: Bank of Hollywood / Equitable Building

Contributor to a Historic Preservation Overlay Zone (HPOZ)

HPOZ NAME: HISTORIC PROPERTY NAME:

ORIGINAL CONSTRUCTION DATE: 1929 ARCHITECT(S): Aleck Curlett

ARCHITECTURAL STYLE: Late Gothic Revival and Art Deco

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Handwritten signatures and dates for owner Basil Glen Ballard, Jr. on 4-29-15.

PRINT NAME

EXHIBIT "A"

## **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 Hollywood Blvd 909

Owner(s) of Property: Johnny Fu Shing Chang

Owner(s) Mailing Address 1804-1233 West Cordova Street

Home Telephone

Work Telephone

Mobile Telephone

Alternate Telephone

Owner(s) Email: jfschang@gmail.com

Alternate Email

**PROPERTY INFORMATION**

Legal Description: Tract: TR 060544:-C Block: None Lot: LT 1 ARB: None

Assessor Identification Number (AIN): 5546-030-87 Council District No.: 13

Property Purchase Date: \_\_\_\_\_ Most Recent Assessed Value 394474

Owner Occupied:  Yes  No Use:  Single-Family Dwelling  Multi-family / Commercial / Industrial

Addresses for all other property owned within the City of Los Angeles are noted on a separate sheet of paper, Labeled "Attachment E", and submitted with this application?  Yes  NA

Taxes on all property owned within the City of Los Angeles are PAID to date?  Yes  No

Are there any outstanding orders to comply against the property from the Los Angeles Department of Building and Safety or Los Angeles Housing + Community Investment Department?  Yes  No

**HISTORICAL SIGNIFICANCE**

Historic-Cultural Monument (HCM)

HCM Number: 1088 HCM Name: Bank of Hollywood / Equitable Building

Contributor to a Historic Preservation Overlay Zone (HPOZ)

HPOZ Name: \_\_\_\_\_ Historic Property Name: \_\_\_\_\_

Original Construction Date: 1929 Architect(s): Aleck Curtlett

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 a historical property contract.

[Signature] June 30/15  
Owner Signature Date Owner Signature Date

JOHNNY F. S. CHANG  
Print Name Print Name

Exhibit "A"

Revised January 2015

CITY OF LOS ANGELES  
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

Home Telephone

Work Telephone 8183056810

Mobile Telephone

Alternate Telephone

Owner(s) Email: bob@rsoadvisors.com

Alternate Email

PROPERTY INFORMATION

Legal Description: Tract: TR 060544:-C Block: None Lot: LT 1 ARB: None

Assessor Identification Number (AIN): 5546-030-88 Council District No.: 13

Property Purchase Date: 10/14/2011 Most Recent Assessed Value 334431

Owner Occupied:  Yes  No Use:  Single-Family Dwelling  Multi-family / Commercial / Industrial

Addresses for all other property owned within the City of Los Angeles are noted on a separate sheet of paper, Labeled "Attachment E", and submitted with this application?  Yes  NA

Taxes on all property owned within the City of Los Angeles are PAID to date?  Yes  No

Are there any outstanding orders to comply against the property from the Los Angeles Department of Building and Safety or Los Angeles Housing + Community Investment Department?  Yes  No

HISTORICAL SIGNIFICANCE

Historic-Cultural Monument (HCM)

HCM Number: 1088 HCM Name: Bank of Hollywood / Equitable Building

Contributor to a Historic Preservation Overlay Zone (HPOZ)

HPOZ Name: \_\_\_\_\_ Historic Property Name: \_\_\_\_\_

Original Construction Date: 1929 Architect(s): Aleck Curlett

Architectural Style: Late Gothic Revival and Art Deco

I am (We are) the present owner(s) of the property described above and hereby apply for an historical property contract.

Robert S. Oberstein 6/11/15 \_\_\_\_\_  
Owner Signature Date Owner Signature Date

ROBERT S. OBERSTEIN, TRUSTEE \_\_\_\_\_  
Print Name Print Name



Exhibit "A"

Revised January 2015

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 6253 Hollywood Boulevard, #1002, Los Angeles, CA 90028

OWNER(S) OF PROPERTY: Gregg Simon

OWNER(S) MAILING ADDRESS: 6253 Hollywood Boulevard, #1002, Los Angeles, CA 90028

HOME TELEPHONE: WORK TELEPHONE:

MOBILE TELEPHONE: (917) 549-4056 ALTERNATE TELEPHONE:

OWNER(S) EMAIL: greggsimon@mac.com ALTERNATE EMAIL:

PROPERTY INFORMATION

Legal Description: Tract: TR 060544-C Block: None Lot: LT 1 ARB: None

Assessor Identification Number (AIN): 5546 - 030 - 089 COUNCIL DISTRICT NO.: 13

PROPERTY PURCHASE DATE: 11/23/2010 MOST RECENT ASSESSED VALUE: \$567,645.00

OWNER OCCUPIED: [X] YES [ ] NO USE: [ ] SINGLE-FAMILY DWELLING [X] MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? [ ] YES [X] NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? [X] YES [ ] NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? [ ] YES [X] NO

HISTORICAL SIGNIFICANCE

[X] HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: HCM NAME: Bank of Hollywood / Equitable Building

[ ] CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: HISTORIC PROPERTY NAME:

ORIGINAL CONSTRUCTION DATE: 1929 ARCHITECT(S): Aleck Curlett

ARCHITECTURAL STYLE: Late Gothic Revival and Art Deco

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

OWNER SIGNATURE DATE OWNER SIGNATURE DATE
Gregg Simon 04/30/2015

PRINT NAME

PRINT NAME

EXHIBIT "A"

CITY OF LOS ANGELES  
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

Home Telephone

Work Telephone 3107213405

Mobile Telephone

Alternate Telephone

Owner(s) Email: jlas22@gmail.com

Alternate Email

**PROPERTY INFORMATION**

Legal Description: Tract: TR 060544:-C

Block: None

Lot: LT 1

ARB: None

Assessor Identification Number (AIN): 5546-030-90

Council District No.: 13

Property Purchase Date: 6/12/2010

Most Recent Assessed Value 357647

Owner Occupied:  Yes  No Use:  Single-Family Dwelling  Multi-family / Commercial / Industrial

Addresses for all other property owned within the City of Los Angeles are noted on a separate sheet of paper, Labeled "Attachment E", and submitted with this application?

Yes  NA

Taxes on all property owned within the City of Los Angeles are PAID to date?

Yes  No

Are there any outstanding orders to comply against the property from the Los Angeles Department of Building and Safety or Los Angeles Housing + Community Investment Department?

Yes  No

**HISTORICAL SIGNIFICANCE**

Historic-Cultural Monument (HCM)

HCM Number: 1088

HCM Name: Bank of Hollywood / Equitable Building

Contributor to a Historic Preservation Overlay Zone (HPOZ)

HPOZ Name: \_\_\_\_\_

Historic Property Name: \_\_\_\_\_

Original Construction Date: 1929

Architect(s): Aleck Curlett

Architectural Style: Late Gothic Revival and Art Deco

I am (We are) the present owner(s) of the property described above and hereby apply for an historical property contract.

  
Owner Signature

7/8/2015  
Date

Owner Signature

Date

JEFFREY LASECKI  
Print Name

Print Name

Exhibit "A"

Revised January 2015

CITY OF LOS ANGELES  
HISTORICAL PROPERTY CONTRACT APPLICATION FORM

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

Home Telephone

Work Telephone 2133932527

Mobile Telephone

Alternate Telephone

Owner(s) Email: pkebd@aol.com

Alternate Email enzosbelmont@aol.com

**PROPERTY INFORMATION**

Legal Description: Tract: TR 060544:-C Block: None Lot: LT 1 ARB: None

Assessor Identification Number (AIN): 5546-030-91 Council District No.: 13

Property Purchase Date: \_\_\_\_\_ Most Recent Assessed Value 303078

Owner Occupied:  Yes  No Use:  Single-Family Dwelling  Multi-family / Commercial / Industrial

Addresses for all other property owned within the City of Los Angeles are noted on a separate sheet of paper, Labeled "Attachment E", and submitted with this application?  Yes  NA

Taxes on all property owned within the City of Los Angeles are PAID to date?  Yes  No

Are there any outstanding orders to comply against the property from the Los Angeles Department of Building and Safety or Los Angeles Housing + Community Investment Department?  Yes  No

**HISTORICAL SIGNIFICANCE**

Historic-Cultural Monument (HCM)

HCM Number: 1088 HCM Name: Bank of Hollywood / Equitable Building

Contributor to a Historic Preservation Overlay Zone (HPOZ)

HPOZ Name: \_\_\_\_\_ Historic Property Name: \_\_\_\_\_

Original Construction Date: 1929 Architect(s): Aleck Curlett

Architectural Style: Late Gothic Revival and Art Deco

I am (We are) the present owner(s) of the property described above and hereby apply for an historical property contract.

[Signature] 9/25/15 \_\_\_\_\_  
Owner Signature Date Owner Signature Date

PAULO ROSSI c/o BIR LLC \_\_\_\_\_  
Print Name Print Name

CITY OF LOS ANGELES  
HISTORICAL PROPERTY CONTRACT APPLICATION FORM

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

Legal Description: Tract: TR 060544.-C Block: None Lot: LT 1 ARB: None

Assessor Identification Number (AIN): 5546-030-92 Council District No.: 13

Property Purchase Date: \_\_\_\_\_ Most Recent Assessed Value 763964

Owner Occupied:  Yes  No Use:  Single-Family Dwelling  Multi-family / Commercial / Industrial

Addresses for all other property owned within the City of Los Angeles are noted on a separate sheet of paper, Labeled "Attachment E", and submitted with this application?  Yes  NA

Taxes on all property owned within the City of Los Angeles are PAID to date?  Yes  No

Are there any outstanding orders to comply against the property from the Los Angeles Department of Building and Safety or Los Angeles Housing + Community Investment Department?  Yes  No

HISTORICAL SIGNIFICANCE

Historic-Cultural Monument (HCM)

HCM Number: 1088 HCM Name: Bank of Hollywood / Equitable Building

Contributor to a Historic Preservation Overlay Zone (HPOZ)

HPOZ Name: \_\_\_\_\_ Historic Property Name: \_\_\_\_\_

Original Construction Date: 1929 Architect(s): Aleck Curlett

Architectural Style: Late Gothic Revival and Art Deco

I am (We are) the present owner(s) of the property described above and hereby apply for an historical property contract.

Owner Signature

Date

Owner Signature

Date

Print Name

Print Name

Exhibit "A"

Revised January 2015

CITY OF LOS ANGELES  
HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Property Address 6251 & 6253 Hollywood Blvd 1103

Owner(s) of Property: Coley M. Cummiskey

Owner(s) Mailing Address 6253 Hollywood Blvd. #1103

Home Telephone

Work Telephone 6143958011

Mobile Telephone

Alternate Telephone

Owner(s) Email: ccummiskey@gmail.com

Alternate Email

**PROPERTY INFORMATION**

Legal Description: Tract: TR 060544:-C Block: None Lot: LT 1 ARB: None

Assessor Identification Number (AIN): 5546-030-93 Council District No.: 13

Property Purchase Date: 11/1/13 Most Recent Assessed Value 407992

Owner Occupied:  Yes  No Use:  Single-Family Dwelling  Multi-family / Commercial / Industrial

Addresses for all other property owned within the City of Los Angeles are noted on a separate sheet of paper, Labeled "Attachment E", and submitted with this application?

Yes  NA

Taxes on all property owned within the City of Los Angeles are PAID to date?

Yes  No

Are there any outstanding orders to comply against the property from the Los Angeles Department of Building and Safety or Los Angeles Housing + Community Investment Department?

Yes  No

**HISTORICAL SIGNIFICANCE**

Historic-Cultural Monument (HCM)

HCM Number: 1088 HCM Name: Bank of Hollywood / Equitable Building

Contributor to a Historic Preservation Overlay Zone (HPOZ)

HPOZ Name: \_\_\_\_\_ Historic Property Name: \_\_\_\_\_

Original Construction Date: 1929 Architect(s): Aleck Curlett

Architectural Style: Late Gothic Revival and Art Deco

I am (We are) the present owner(s) of the property described above and hereby apply for an historical property contract.

Coley M Cummiskey 6/11/15 \_\_\_\_\_  
Owner Signature Date Owner Signature Date

Coley M. Cummiskey \_\_\_\_\_  
Print Name Print Name

Exhibit "A"

Revised January 2015

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 6251 & 6253 Hollywood Blvd #1104
OWNER(S) OF PROPERTY: Arya Nima and Kianoosh Tehrani
OWNER(S) MAILING ADDRESS: 6253 Hollywood Blvd #1104
HOME TELEPHONE: (310) 617-6462 WORK TELEPHONE: (310) 617-6462
MOBILE TELEPHONE: (310) 617-6462 ALTERNATE TELEPHONE: (310) 617-6462
OWNER(S) EMAIL: Nima.TheListingGroup.com ALTERNATE EMAIL: (310) 617-6462

PROPERTY INFORMATION

Legal Description: TRACT: TR 060544-C BLOCK: None LOT: 2T1 ARB: None
Assessor Identification Number (AIN): 5546 - 030 - 94 COUNCIL DISTRICT NO.: 13
PROPERTY PURCHASE DATE: 12/17/15 MOST RECENT ASSESSED VALUE: \$575,000
OWNER OCCUPIED: YES NO USE: SINGLE-FAMILY DWELLING MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? YES NA
TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? YES NO
ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? YES NO

HISTORICAL SIGNIFICANCE

HISTORIC-CULTURAL MONUMENT (HCM) HCM NUMBER: HCM NAME:
CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ) HPOZ NAME: HISTORIC PROPERTY NAME:
ORIGINAL CONSTRUCTION DATE: ARCHITECT(S):
ARCHITECTURAL STYLE:

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

OWNER SIGNATURE DATE OWNER SIGNATURE DATE
Nima M. Tehrani 7/15/16 Arya M. Tehrani 7/15/16
PRINT NAME PRINT NAME

Kianoosh M. Tehrani 7/15/16

EXHIBIT "A"

**MILLS ACT HISTORICAL PROPERTY CONTRACT  
APPLICATION  
"ATTACHMENT E"**

Name: Nima, Arya and Kianvosh Tehrani  
Write first and last name

**Address(es) of other property in the City of Los Angeles:**

- 1.) 6253 Hollywood Blvd, #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 Hollywood Blvd, # 4N, Los Angeles, CA 90028
- 5.) 6250 Hollywood Blvd, # 4F, Los Angeles, CA 90028
- 6.) 2933 Lakeridge Dr, Los Angeles, CA 90068
- 7.) 2925 Lakeridge Dr, Los Angeles, CA 90068
- 8.) 2420 Pilgrimage Trail, Los Angeles, CA 90068
- 9.) 1940 Outpost circle, Los Angeles, CA 90068
- 10.) 7301 Vista Del Mar ~~Dr~~, Los Angeles, CA 90293
- 11.) 1155 La Cienega Blvd, #1107, Los Angeles, CA 90069

CITY OF LOS ANGELES  
HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Property Address 6251 & 6253 Hollywood Blvd 1105

Owner(s) of Property: Raymond Araujo

Owner(s) Mailing Address 6253 Hollywood Blvd 1105

Home Telephone

Work Telephone

Mobile Telephone

Alternate Telephone

Owner(s) Email: raya@radarworks.com

Alternate Email

PROPERTY INFORMATION

Legal Description: Tract: TR 060544:-C Block: None Lot: LT 1 ARB: None

Assessor Identification Number (AIN): 5546-030-95 Council District No.: 13

Property Purchase Date: 6/02/2015 Most Recent Assessed Value 550438

Owner Occupied:  Yes  No Use:  Single-Family Dwelling  Multi-family / Commercial / Industrial

Addresses for all other property owned within the City of Los Angeles are noted on a separate sheet of paper, Labeled "Attachment E", and submitted with this application?  Yes  NA

Taxes on all property owned within the City of Los Angeles are PAID to date?  Yes  No

Are there any outstanding orders to comply against the property from the Los Angeles Department of Building and Safety or Los Angeles Housing + Community Investment Department?  Yes  No

HISTORICAL SIGNIFICANCE

Historic-Cultural Monument (HCM)

HCM Number: 1088 HCM Name: Bank of Hollywood / Equitable Building

Contributor to a Historic Preservation Overlay Zone (HPOZ)

HPOZ Name: \_\_\_\_\_ Historic Property Name: \_\_\_\_\_

Original Construction Date: 1929 Architect(s): Aleck Curlett

Architectural Style: Late Gothic Revival and Art Deco

I am (We are) the present owner(s) of the property described above and hereby apply for an historical property contract.

	<u>9/11/2015</u>	_____	_____
Owner Signature	Date	Owner Signature	Date
<u>Raymond Araujo</u>	_____	_____	_____
Print Name	_____	Print Name	_____

Exhibit "A"



HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Property Address 6251 & 6253 Hollywood Blvd 1106

Owner(s) of Property: Carly Chaikin and Michael L. Chaikin

Owner(s) Mailing Address 6253 Hollywood Blvd #1106

Home Telephone

Work Telephone 3103105320

Mobliu Telephone

Alternate Telephone

Owner(s) Email: carlyhannah@gmail.com

Alternate Email ccummiskey@gmail.com

PROPERTY INFORMATION

Legal Description: Tract: TR 060544.-C Block: None Lot: LT 1 ARB: None

Assessor Identification Number (AIN): 5546-030-96 Council District No.: 13

Property Purchase Date: 5/1/2013 Most Recent Assessed Value 685994

Owner Occupied: [X] Yes [ ] No Use: [ ] Single-Family Dwelling [X] Multi-family / Commercial / Industrial

Addresses for all other property owned within the City of Los Angeles are noted on a separate sheet of paper, Labeled "Attachment E", and submitted with this application? [ ] Yes [X] NA

Taxes on all property owned within the City of Los Angeles are PAID to date? [X] Yes [ ] No

Are there any outstanding orders to comply against the property from the Los Angeles Department of Building and Safety or Los Angeles Housing + Community Investment Department? [ ] Yes [X] No

HISTORICAL SIGNIFICANCE

[X] Historic-Cultural Monument (HCM)

HCM Number: 1088 HCM Name: Bank of Hollywood / Equitable Building

[ ] Contributor to a Historic Preservation Overlay Zone (HPOZ)

HPOZ Name: Historic Property Name:

Original Construction Date: 1929 Architect(s): Aleck Curlett

Architectural Style: Late Gothic Revival and Art Deco

I am (We are) the present owner(s) of the property described above and hereby apply for an historical property contract.

Handwritten signatures and dates for Carly Chaikin and Michael L. Chaikin.

Print Name fields for Carly Chaikin and Michael L. Chaikin.

EXHIBIT A

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 6251 & 6253 Hollywood Blvd #1107
OWNER(S) OF PROPERTY: Arya Nina and Kianoosh Tehrani
OWNER(S) MAILING ADDRESS: 6253 Hollywood Blvd, #1104
HOME TELEPHONE: (310) 617-6462 WORK TELEPHONE: (310) 617-6462
MOBILE TELEPHONE: (310) 617-6462 ALTERNATE TELEPHONE: (310) 617-6462
OWNER(S) EMAIL: (310) 617-6462 ALTERNATE EMAIL: (310) 617-6462

PROPERTY INFORMATION

Legal Description: TRACT: TR 060544 - C BLOCK: NONE LOT: CT1 ARB: NONE
Assessor Identification Number (AIN): 5546 - 030 - 97 COUNCIL DISTRICT NO.: 13
PROPERTY PURCHASE DATE: 12/17/15 MOST RECENT ASSESSED VALUE: \$595,000
OWNER OCCUPIED: YES USE: SINGLE-FAMILY DWELLING

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
TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? YES
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? NO

HISTORICAL SIGNIFICANCE

HISTORIC-CULTURAL MONUMENT (HCM)
HCM NUMBER: 1088 HCM NAME: Bank of Hollywood/Equitable Building
CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)
HPOZ NAME: HISTORIC PROPERTY NAME:
ORIGINAL CONSTRUCTION DATE: 1929 ARCHITECT(S): Alex 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: Arya M. Tehrani DATE: 7/15/16
OWNER SIGNATURE: Arya M. Tehrani DATE: 7/15/16
PRINT NAME: Arya M. Tehrani

PRINT NAME: Kianoosh M. Tehrani
7/15/16

EXHIBIT "A"

**MILLS ACT HISTORICAL PROPERTY CONTRACT  
APPLICATION  
"ATTACHMENT E"**

Name: Nima, Arya and Kianvosh Tehrani  
Write first and last name

**Address(es) of other property in the City of Los Angeles:**

- 1.) 6253 Hollywood Blvd, #1104, 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 Hollywood Blvd, # 4N, Los Angeles, CA 90028
- 5.) 6250 Hollywood Blvd, # 4F, Los Angeles, CA 90028
- 6.) 2933 Lakeridge Dr, Los Angeles, CA 90068
- 7.) 2925 Lakeridge Dr, Los Angeles, CA 90068
- 8.) 2420 Pilgrimage Trail, Los Angeles, CA 90068
- 9.) 1940 Outpost Circle, Los Angeles, CA 90068
- 10.) 7301 Vista Del Mar, Los Angeles, CA 90293
- 11.) 1155 La Cienega Blvd, #1107, Los Angeles, CA 90069

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 6253 Hollywood Blvd, Suite 1108, Los Angeles CA 90028

OWNER(S) OF PROPERTY: California Heart and Lung/Alexander Marmureanu

OWNER(S) MAILING ADDRESS: 6253 Hollywood Blvd, Suite 1108, Los Angeles, CA 90028

HOME TELEPHONE: (310) 856-9011 WORK TELEPHONE: (310) 208-4400

MOBILE TELEPHONE: (310) 729-6854 ALTERNATE TELEPHONE: \_\_\_\_\_

OWNER(S) EMAIL: alexpro10@mac.com ALTERNATE EMAIL: alexmhollywood@gmail.com

PROPERTY INFORMATION

Legal Description: TRACT: TR 060544-C Block: None LOT: LT 1 ARB: None

Assessor Identification Number (AIN): 5546 - 030 - 098 COUNCIL DISTRICT NO.: 13

PROPERTY PURCHASE DATE: 11/30/2009 MOST RECENT ASSESSED VALUE: \$848,480.00

OWNER OCCUPIED:  YES  NO USE:  SINGLE-FAMILY DWELLING  MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION?  YES  NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE?  YES  NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT?  YES  NO

HISTORICAL SIGNIFICANCE

HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: \_\_\_\_\_ HCM NAME: Bank of Hollywood / Equitable Building

CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: \_\_\_\_\_ HISTORIC PROPERTY NAME: \_\_\_\_\_

ORIGINAL CONSTRUCTION DATE: 1929 ARCHITECT(S): Aleck Curlett

ARCHITECTURAL STYLE: Late Gothic Revival and Art Deco

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Alex Marmureanu 4/29/15

OWNER SIGNATURE  
Alexander Marmureanu MD

PRINT NAME

Alex Marmureanu 7/15/16

OWNER SIGNATURE  
ALEX MARMUREANU

PRINT NAME

EXHIBIT "A"

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 6251 & 6253 Hollywood Blvd #1109

OWNER(S) OF PROPERTY: California Heart and Lung / Alexander Marmureanu

OWNER(S) MAILING ADDRESS: 6253 Hollywood Blvd Suite 1109 Los Angeles, CA 90028

HOME TELEPHONE: 310-856-9011 WORK TELEPHONE: 310-208-4400

MOBILE TELEPHONE: 310-729-6854 ALTERNATE TELEPHONE:

OWNER(S) EMAIL: alexpro106 mac.com ALTERNATE EMAIL: alexmhollywood@gmail.com

PROPERTY INFORMATION

Legal Description: TRACT: TK 060 BLOCK: NONE LOT: LTI ARB: NONE

Assessor Identification Number (AIN): 5546 - 030 - 099 COUNCIL DISTRICT NO.: 13

PROPERTY PURCHASE DATE: 12/14/15 MOST RECENT ASSESSED VALUE: \$560,000

OWNER OCCUPIED: [X] YES [ ] NO USE: [ ] SINGLE-FAMILY DWELLING [ ] MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? [X] YES [ ] NO

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? [X] YES [ ] NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY AGAINST THE PROPERTY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT? [ ] YES [X] NO

HISTORICAL SIGNIFICANCE

[X] HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: 1088 HCM NAME: Bank of Hollywood / Equitable Building

[ ] CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: HISTORIC PROPERTY NAME:

ORIGINAL CONSTRUCTION DATE: 1929 ARCHITECT(S): Aleck Curlett

ARCHITECTURAL STYLE: Late Gothic Revival and Art Deco

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Alex Marmureanu

OWNER SIGNATURE DATE OWNER SIGNATURE DATE ALEX. MARMUREANU

PRINT NAME PRINT NAME

EXHIBIT "A"

CITY OF LOS ANGELES  
HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Property Address 6251 & 6253 Hollywood Blvd 1201

Owner(s) of Property: Rodrique Benson

Owner(s) Mailing Address 1229 Rubenstein Avenue

Home Telephone 7(213)364-3953 Work Telephone 2133643953

Mobile Telephone X Alternate Telephone

Owner(s) Email: X Alternate Email

PROPERTY INFORMATION

Legal Description: Tract: TR 060544:-C Block: None Lot: LT 1 ARB: None

Assessor Identification Number (AIN): 5546-030-100 Council District No.: 13

Property Purchase Date: Most Recent Assessed Value 550000

Owner Occupied:  Yes  No Use:  Single-Family Dwelling  Multi-family / Commercial / Industrial

Addresses for all other property owned within the City of Los Angeles are noted on a separate sheet of paper, Labeled "Attachment E", and submitted with this application?  Yes  NA

Taxes on all property owned within the City of Los Angeles are PAID to date?  Yes  No

Are there any outstanding orders to comply against the property from the Los Angeles Department of Building and Safety or Los Angeles Housing + Community Investment Department?  Yes  No

HISTORICAL SIGNIFICANCE

Historic-Cultural Monument (HCM)

HCM Number: 1088 HCM Name: Bank of Hollywood / Equitable Building

Contributor to a Historic Preservation Overlay Zone (HPOZ)

HPOZ Name: \_\_\_\_\_ Historic Property Name: \_\_\_\_\_

Original Construction Date: 1929 Architect(s): Aleck Curlett

Architectural Style: Late Gothic Revival and Art Deco

I am (We are) the present owner(s) of the property described above and hereby apply for an historical property contract.

Rodrique Benson X 9-8-15 \_\_\_\_\_ X \_\_\_\_\_  
Owner Signature Date Owner Signature Date

Rodrique Benson X \_\_\_\_\_ X \_\_\_\_\_  
Print Name Date Print Name Date

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

Property Address 6251 & 6253 Hollywood Blvd 1202

Owner(s) of Property: asianHollywood llc asianHollywood llc

Owner(s) Mailing Address 6253 Hollywood Blvd. #1202

Home Telephone

Work Telephone

Mobile Telephone

Alternate Telephone

Owner(s) Email:jimmyhsu3@gmail.com

Alternate Email

PROPERTY INFORMATION

Legal Description: Tract: TR 060544.-C Block: None Lot: LT1 ARB: None

Assessor Identification Number (AIN): 5546-030-101 Council District No.: 13

Property Purchase Date: 9/10/2009 Most Recent Assessed Value 526000

Owner Occupied: [X] Yes [ ] No Use [ ] Single-Family Dwelling [X] Multi-family / Commercial / Industrial

Addresses for all other property owned within the City of Los Angeles are noted on a separate sheet of paper, Labeled "Attachment E", and submitted with this application? [ ] Yes [X] NA

Taxes on all property owned within the City of Los Angeles are PAID to date? [X] Yes [ ] No

Are there any outstanding orders to comply against the property from the Los Angeles Department of Building and Safety or Los Angeles Housing + Community Investment Department? [ ] Yes [X] No

HISTORICAL SIGNIFICANCE

[X] Historic-Cultural Monument (HCM)

HCM Number: 1088 HCM Name: Bank of Hollywood / Equitable Building

[ ] Contributor to a Historic Preservation Overlay Zone (HPOZ)

HPOZ Name: Historic Property Name:

Original Construction Date: 1929 Architect(s): Aleck Curlett

Architectural Style: Late Gothic Revival and Art Deco

I am (We are) the present owner(s) of the property described above and hereby apply for an historical property contract.

Owner Signature Date Owner Signature Date
Jimmy Hsu, Manager/Owner
Print Name Print Name

EXHIBIT A

CITY OF LOS ANGELES  
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:  Yes  No Use:  Single-Family Dwelling  Multi-family / Commercial / Industrial

Addresses for all other property owned within the City of Los Angeles are noted on a separate sheet of paper, Labeled "Attachment E", and submitted with this application?  Yes  NA

Taxes on all property owned within the City of Los Angeles are PAID to date?  Yes  No

Are there any outstanding orders to comply against the property from the Los Angeles Department of Building and Safety or Los Angeles Housing + Community Investment Department?  Yes  No

**HISTORICAL SIGNIFICANCE**

Historic-Cultural Monument (HCM)

HCM Number: 1088 HCM Name: Bank of Hollywood / Equitable Building

Contributor to a Historic Preservation Overlay Zone (HPOZ)

HPOZ Name: \_\_\_\_\_ Historic Property Name: \_\_\_\_\_

Original Construction Date: 1929 Architect(s): Aleck Curlett

Architectural Style: Late Gothic Revival and Art Deco

**I am (We are) the present owner(s) of the property described above and hereby apply for an historical property contract.**

William Holloway 7/1/2015  
Owner Signature Date Owner Signature Date

William Holloway  
Print Name Print Name

Exhibit "A"

MILLS ACT HISTORICAL PROPERTY CONTRACT APPLICATION

"ATTACHMENT E"

---

Name: William RICHARD Holloway

*Write first and last name*

Address(es) of other property owned in the City of Los Angeles:

8469 Hollywood Blvd, 90069

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MILLS ACT HISTORICAL PROPERTY CONTRACT APPLICATION

"ATTACHMENT E"

---

Name: WRH Ventures

*Write first and last name*

Address(es) of other property owned in the City of Los Angeles:

6250 Hollywood Blvd #8H. 90028.

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CITY OF LOS ANGELES

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 6251-6253 Hollywood Boulevard, Los Angeles, CA 90028

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Main lobby

Cost \$ 60,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2014

Description of work: Install compatible, Art Deco style furniture and light fixtures. Restore bronze panels above elevators. Rehabilitate mail room and concierge area.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Rooftop deck (above twelfth floor)

Cost \$ 200,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2014

Description of work: Replace furniture and install new landscape, deck, furniture, lighting, plumbing, and gas. Paint exterior.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: HVAC system

Cost \$ \$60,000.00 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2014

Description of work: Repair HVAC system.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Elevator system

Cost \$ \$200,000.00 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2014

Description of work: Repair/Update elevator system.

EXHIBIT "A"

CITY OF LOS ANGELES  
REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 6251-6253 Hollywood Boulevard, Los Angeles, CA 90028

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Main entrance vestibule

Cost: \$ 5,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2014

Description of work: Repaint exterior surfaces, add new landscape, and install compatible, Art Deco style light fixture.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Plumbing system

Cost: \$ 25,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2014

Description of work: Repair plumbing system.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Main lobby

Cost: \$ 25,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2014

Description of work: Repair marble at floor.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Main lobby

Cost: \$ 10,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2014

Description of work: Expand HVAC system to serve main lobby; install compatible grilles and registers.

EXHIBIT "A"



## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 6251-6253 Hollywood Boulevard, Los Angeles, CA 90028

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Penthouse exteriorCost \$ 15,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2015Description of work: Seal all unsealed penetrations in exterior walls with silicone sealant over backer rod.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Penthouse standing seam metal roofCost \$ 20,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2015Description of work: Monitor penthouse standing seam metal roof to determine whether there is active leaking. Address sources of leaks and clean stains using gentlest means.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Rooftop sign structureCost \$ 100,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2015Description of work: Prime and paint. Replace rusted penetrations and mounting plates with stainless steel fasteners; clean rust stains using gentlest possible means.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Rooftop decks (above second and twelfth floors)Cost \$ 1,344 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2015Description of work: Maintain and reseal rooftop decks.

EXHIBIT "A"

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 6251-6253 Hollywood Boulevard, Los Angeles, CA 90028

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Exterior fire escapesCost \$ \$8,000.00 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2015Description of work: Repaint exterior fire escapes.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Exterior architectural terra cotta and cast stoneCost \$ 250,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2016Description of work: See next page.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Exterior decorative wrought iron and copper elementsCost \$ 30,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2016Description of work: Clean wrought iron and copper elements using gentlest possible means and address sources of rust. Apply clear finish coat to prevent rust-related staining.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: ParapetCost \$ 30,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2016Description of work: Patch and repair spalls and cracks to match adjacent concrete.

EXHIBIT "A"

## **REHABILITATION/RESTORATION/MAINTENANCE PLAN (CONTINUED)**

**Building feature:** Exterior architectural terra cotta and cast stone.

**Description of work:** Engage building materials conservator to comprehensively evaluate conditions of exterior materials and develop an implementation schedule for future work. Work should address cleaning exterior using gentlest possible means; removing areas with blistered paint; advising whether maintaining a painted finish is the best preservation solution, and selecting an appropriate, vapor permeable paint, if necessary; removing abandoned, corroded metal penetrations; patching and repairing spalls, cracks, and other penetrations to match adjacent material; and repointing locations where mortar is deteriorated.

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 6251-6253 Hollywood Boulevard, Los Angeles, CA 90028

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Interior common area carpet

Cost \$ 23,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2016

Description of work: Replace carpet.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Light well roof (above second and third floors)

Cost \$ 50,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2017

Description of work: See next page.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Upper roof (above twelfth floor)

Cost \$ 15,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2017

Description of work: Add appropriate coating at locations where there is evidence of standing water to extend life of roof membrane.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Interior common area walls, ceilings, and unit doors

Cost \$ 37,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2017

Description of work: Maintain and repaint plaster and drywall finishes.

EXHIBIT "A"

## **REHABILITATION/RESTORATION/MAINTENANCE PLAN (CONTINUED)**

Building feature: Light well roof (above second and third floors).

Description of work: Engage roofing specialist to address short-term repairs at light well roof. Work should address installation of appropriate flashings and counterflashings at base of ladder and terminations of roofing membrane. Add appropriate coating at locations where there is evidence of standing water to extend life of roof membrane.

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 6251-6253 Hollywood Boulevard, Los Angeles, CA 90028

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Upper roof (above twelfth floor)Cost \$ 5,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2017Description of work: Maintain sealant joints at penetrations and replace deteriorated sealant, as necessary.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Steel-sash windowsCost \$ 150,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2018Description of work: Survey conditions. Ensure hinge pins are in correct position and that limiter arms, glass, glazing putty, frames, and paint are in good condition.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Salvaged historic fabric (early doors and marble partitions)Cost \$ 10,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2019Description of work: Protect and store salvaged historic material in good condition on palettes. Evaluate feasibility for reuse of historic fabric in compatible new locations.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Storefront windowsCost \$ 25,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2022Description of work: Maintain sealant joints and replace deteriorated sealant, as necessary.

EXHIBIT "A"

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 6251-6253 Hollywood Boulevard, Los Angeles, CA 90028

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Upper roof (above twelfth floor)Cost \$ 63,900 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2022Description of work: Replace roof.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Plumbing systemCost \$ 18,300 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2022Description of work: Anticipated repairs, including water heater replacement.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Electrical systemCost \$ 15,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2022Description of work: Anticipated repairs.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: HVACCost \$ 32,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2022Description of work: Maintain HVAC system. Replace boilers and pumps.

EXHIBIT "A"

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 6251-6253 Hollywood Boulevard, Los Angeles, CA 90028

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, not modernization or construction of new elements. Although modernization may be an important part of your rehabilitation project, this form is meant to specifically capture the preservation work involved and not anything else. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed preservation work (if applicable) and continue with work proposed to complete within the next ten years arranging in order of priority.

---

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Light well roof (above second and third floors)

Cost \$ 7,875 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2024

Description of work: Replace light well roof.

---

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Second floor common restrooms

Cost \$ 7,500 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2024

Description of work: Maintain and retain early marble and ceramic tile finishes to the greatest extent feasible. Replace deteriorated material in-kind.

---

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Main lobby

Cost \$ 5,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2024

Description of work: Maintain bronze and marble finishes.

---

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: \_\_\_\_\_

Cost \$ \_\_\_\_\_ (round to nearest dollar)      Contract Year of Proposed Work Completion: \_\_\_\_\_

Description of work: \_\_\_\_\_

EXHIBIT "A"

**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 AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016, by and  
(LEAVE DATE BLANK UNTIL RECORDED)

between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and  
Eshaghian 2012 Family Trust (hereinafter referred to as the "Owner").

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

- (i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.
- (ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the house and located at the street address 6820 Iris Circle, Los Angeles, California 90068, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

- (iii) On \_\_\_\_\_, \_\_\_\_: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. \_\_\_\_\_ pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. \_\_\_\_\_ - \_\_\_\_\_); or, (b) The Property was determined to be a Contributing Structure to the \_\_\_\_\_ Whitley Heights \_\_\_\_\_ Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.
- (iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

NOW THEREFORE, City and Owner, in consideration of the mutual covenants and conditions set forth herein, do hereby agree as follows:

**1. Effective Date and Term of Agreement.**

This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

**2. Renewal.**

Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

**3. Standards for Historical Property.**

During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:

- a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
- b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

- c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

#### **4. Provision of Information of Compliance.**

Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

#### **5. Cancellation.**

City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

#### **6. Enforcement of Agreement.**

In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. City does not waive any claim of default by Owner if City does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for in this Agreement or in City's regulations governing historic properties

are available to the City to pursue in the event that there is a breach of this Agreement. No waiver of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

**7. Binding Effect of Agreement.**

The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. City and Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the historic characteristics and significance of the Property for the benefit of the public and Owner.

**8. Notice.**

Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto.

**To City:**

Los Angeles Department of City Planning  
200 North Spring Street, Room 559  
Los Angeles, California 90012  
Attn: Historical Property Contracts Manager

**To Owner:**

Name

Gabriel and Sabrina Eshaghian

Address

7128 Woodrow Wilson Drive

Los Angeles CA 90068

**9. General Provisions.**

- a. None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors or assigns, nor

shall such terms, provisions or conditions cause them to be considered joint venturers or members of any joint enterprise.

- b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.
- c. All of the agreements, rights, covenants, reservations and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Property, whether by operation of law or in any manner whatsoever.
- d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.
- e. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be effected thereby.
- f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

**10. Recordation.**

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

**11. Amendments.**

This Agreement may be amended, in whole or in part, only by a written recorded instrument executed by the parties hereto.

**12. Fees.**

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

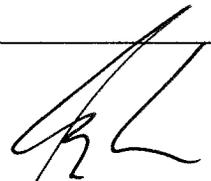
IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

**THE CITY OF LOS ANGELES, a municipal corporation:**

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: \_\_\_\_\_  
Deputy \_\_\_\_\_ Date

By: \_\_\_\_\_  
VINCENT P. BERTONI, AICP, Director of Planning \_\_\_\_\_ Date

By:  \_\_\_\_\_  
Owner Signature\*  
**Gabriel Eshaghian** *(beneficiary member)*  
\_\_\_\_\_ Date  
Print Name

By: \_\_\_\_\_  
Owner Signature\*  
\_\_\_\_\_  
Print Name \_\_\_\_\_ Date

By: \_\_\_\_\_  
Owner Signature\*  
\_\_\_\_\_  
Print Name \_\_\_\_\_ Date

**APPROVED AS TO FORM**  
MICHAEL N. FEUER, City Attorney

By: \_\_\_\_\_  
Deputy City Attorney, Office of the City Attorney \_\_\_\_\_ Date

\* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

# California All-Purpose 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

s.s.

On June 1 2016 before me, Gorj Ebrahimi, Notary Public  
Name of Notary Public, Title

personally appeared Gabriel Eshaghian  
Name of Signer (1)

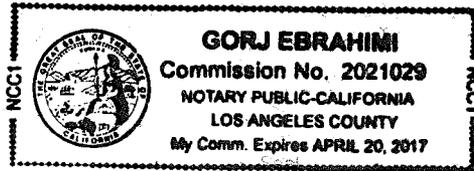
\_\_\_\_\_  
Name of Signer (2)

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.

G. Ebrahimi  
Signature of Notary Public



## 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 attached document.

## Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Historical Property Contract

containing 6 pages, and dated 6/1/2016

The signer(s) capacity or authority is/are as:

- Individual(s)  
 Attorney-in-fact  
 Corporate Officer(s) \_\_\_\_\_  
Title(s)

- Guardian/Conservator  
 Partner - Limited/General  
 Trustee(s)  
 Other: member

representing: Eshaghian 2012 Family Trust  
Name(s) of person(s) fully responsible for the instrument

Additional information
<b>Method of Signer Identification</b>
Proved to me on the basis of satisfactory evidence: <input type="checkbox"/> form(s) of identification <input type="checkbox"/> credible witness(es)
Notarial event is detailed in notary journal on: Page # _____ Entry # _____
Notary contact: _____
<b>Other</b>
<input type="checkbox"/> Additional Signer <input type="checkbox"/> Signer(s) Thumbprints(s) <input type="checkbox"/> _____

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

**THE CITY OF LOS ANGELES, a municipal corporation:**

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: \_\_\_\_\_  
Deputy Date

By: \_\_\_\_\_  
VINCENT P. BERTONI, AICP, Director of Planning Date

By: \_\_\_\_\_  
Owner Signature\*  
**Sabrina Eshaghian** 6/1/16  
Print Name Date

By: \_\_\_\_\_  
Owner Signature\*  
\_\_\_\_\_  
Print Name Date

By: \_\_\_\_\_  
Owner Signature\*  
\_\_\_\_\_  
Print Name Date

**APPROVED AS TO FORM**  
MICHAEL N. FEUER, City Attorney

By: \_\_\_\_\_  
Deputy City Attorney, Office of the City Attorney Date

\* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

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.

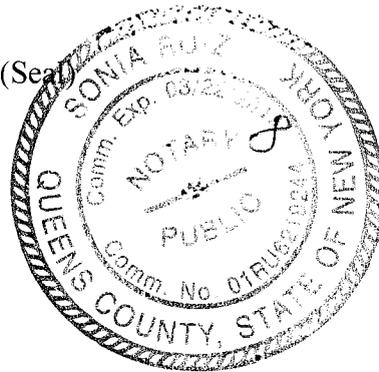
STATE OF NEW YORK }  
COUNTY OF QUEENS }

On 6/1/16, before me, SONIA RUIZ, a Notary Public, personally appeared SABRINA ESHAQIAN, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Sonia Ruiz (Seal)



CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

Property Address: 6820 Iris Circle Los Angeles CA 90068
Owner (s) of Property: ESHAGHIAN 2012 FAMILY TRUST (contatt SABRINA/GABRIEL ESHAGHIAN)
Owner (s) Mailing Address: 7128 woodrow wilson drive Los Angeles CA 90068
Home Telephone: 323-874-0500 Work Telephone: 323-933-9400
Mobile Telephone: 917-749-6890 Alternate Telephone:
Owner (s) Email: gabyjon@msn.com Alternate Email:

PROPERTY INFORMATION

Tract: TR 4565 Block: -- Lot: 27 APB: --
(AN): 5576 - 002 - 024 Council District no.: 4
Property Purchase Date: 7/2014 Most Recent Assessed Value: \$750,000.00
Owner Occupied: Yes No Use: Single-Family Dwelling Multi-Family/ Commercial/ Industrial

Addresses for all other property owned within the City of Los Angeles are noted on a separate sheet of paper, labeled "Attachment E", and submitted with this application? Yes NA
Taxes on all property owned within the City of Los Angeles are PAID to date? Yes No
ADELHEDE AND OUTSTANDING CODED TO COME FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OF THE LOS ANGELES HOLDING DEPARTMENT Yes No

HISTORICAL SIGNIFICANCE

Historic-Cultural Monument (HCM)
HCM Number: HCM Name:

Contributor to a Historic Preservation Overlay Zone (HPOZ)
HPOZ Name: Whitley Heights Historic Property Name:

Original Construction Date: 1923/1924 Architect (s): Fowley & March
Architectural Style: Spanish Revival

I am (We are) the present owner (s) of the property described above and hereby apply for an Historical Property Contract.

Owner Signature Date 2/25/16 Owner Signature Date
Sabrina Eshaghian 2/25/16
Trustee, Eshaghian 2012 Family Trust
Print Name Print Name

EXHIBIT "A"

XXXXXXXXXXXXXXXXXXXX

## 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     Completed     Proposed

Building Feature: Restore Kitchen and Bathrooms to period styleCost \$ 100,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2015-16Description of work: Restore Kitchen and 3.5 bathrooms to reflect historical accuracy period style - 1920's

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Restore all doors and windows, restore original flooringCost \$ 75,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2015-16Description of work: Replace and restore all doors and windows and restore original flooring to reflect historically accurate period style as per HPOZ approval

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Repair existing stucco work and interior detailsCost \$ 25,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2016Description of work: Repair existing exterior stucco work and all period interior details including plaster, light fixtures, tile and decorative fixtures

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Repair all HVAC, electrical and plumbing systemsCost \$ 75,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2016Description of work: Repaired and replace all HVAC, electrical and plumbing systems

EXHIBIT "A"

je

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 6820 Iris Circle, Los Angeles CA 90068 (page 2)

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: Replace Roof and Roof TilesCost \$ 50,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2017-2018Description of work: Replace leaking roof and replace roof tiles to match original detail

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Repair (or replace) garage retaining walls as neededCost \$ 50,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2017-2018Description of work: Replace or repair garage retaining walls as necessary

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Plumbing, electrical and HVACCost \$ 25,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: ongoingDescription of work: Ongoing repair and maintenance of plumbing, electrical and HVAC systems

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Seismic retrofitCost \$ 30,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2019Description of work: Potential seismic upgrading of structure

EXHIBIT "A"

**MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS****Secretary of the Interior's Standards for Rehabilitation**

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

**Property Maintenance**

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

- a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
- b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
- c. Stagnant water or open excavations.
- d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
- e. Peeling exterior paint or unremoved/uncovered graffiti.
- f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
- g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

**Conditions**

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning  
Historical Property Contracts Program  
200 North Spring Street, Room 559  
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

## HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,  
A MUNICIPAL CORPORATION, AND

800 South La Brea Avenue, LLC Brad Conroy Manger

La Brea Fairfax, LLC Steve Anavim Manger

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE  
HISTORIC-CULTURAL MONUMENT OR  
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

800 S. La Brea

(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016, by and  
(LEAVE DATE BLANK UNTIL RECORDED)

between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and  
800 South La Brea Avenue, LLC & La Brea Fairfax, LLC (hereinafter referred to as the "Owner").

(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 Firestone Building and located at the street address 800 S. La Brea, Los Angeles, California 90036, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

- (iii) On 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 - 0640); 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

<b>To Owner:</b>	Name	La Brea Fairfax, LLC
	Address	800 South La Brea Avenue, LLC
		5877 W. 3rd Street
		Los Angeles, CA 90036

**9. General Provisions.**

a. None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors or assigns, nor

shall such terms, provisions or conditions cause them to be considered joint venturers or members of any joint enterprise.

- b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.
- c. All of the agreements, rights, covenants, reservations and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Property, whether by operation of law or in any manner whatsoever.
- d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.
- e. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be effected thereby.
- f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

**10. Recordation.**

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

**11. Amendments.**

This Agreement may be amended, in whole or in part, only by a written recorded instrument executed by the parties hereto.

**12. Fees.**

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: \_\_\_\_\_  
Deputy Date

By: \_\_\_\_\_  
VINCENT P. BERTONI, AICP, Director of Planning Date

By: \_\_\_\_\_  
Owner Signature\*

\_\_\_\_\_  
Print Name Date

By: Steve Anquin (Manager)  
Owner Signature\* La Brea Fairfax, LLC

Steve Anquin 5.31.16  
Print Name Date

By: [Signature] (Manager)  
Owner Signature\* 800 South La Brea Avenue, LLC

Broadway 5/31/16  
Print Name Date

APPROVED AS TO FORM  
MICHAEL N. FEUER, City Attorney

By: \_\_\_\_\_  
Deputy City Attorney, Office of the City Attorney Date

\* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Los Angeles )

On May 31, 2016 before me, Vivek Sureshchandra Lapsiwala, Notary Public,  
Date Here Insert Name and Title of the Officer

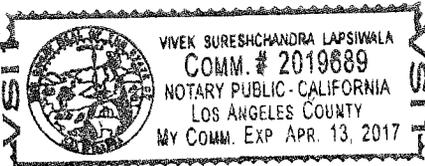
personally appeared 1800 South La Brea Avenue LLC, Brad Conroy (Manager)  
Name(s) of Signer(s)

La Brea Fairfax LLC, Steve Anavim (Manager)

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 Vivek Sureshchandra Lapsiwala  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent re-execution of this form by an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer -- Title(s): \_\_\_\_\_

Partner --  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer -- Title(s): \_\_\_\_\_

Partner --  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 800 S. La Brea, Los Angeles, CA 90036

OWNER(S) OF PROPERTY: 800 South La Brea Avenue, LLC & La Brea Fairfax, LLC

OWNER(S) MAILING ADDRESS: 5877 W. 3rd Street, Los Angeles, CA 90036

HOME TELEPHONE: (310) 275-3233 WORK TELEPHONE:

MOBILE TELEPHONE: (310) 738-1547 ALTERNATE TELEPHONE: (310) 738-1177

OWNER(S) EMAIL: Steveanavim@gmail.com ALTERNATE EMAIL: Brad.conroy@conroycommercial.com

PROPERTY INFORMATION

Legal Description: TRACT: TR 4642 Block: NA Lot: 263/117 ARB: NA

Assessor Identification Number (AIN): 5084 - 003 - 001 COUNCIL DISTRICT NO.: 4

PROPERTY PURCHASE DATE: 12/8/2015 MOST RECENT ASSESSED VALUE: \$2,990,029.00

OWNER OCCUPIED: Yes No USE: SINGLE-FAMILY DWELLING MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? Yes No

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? Yes No

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPARTMENT? Yes No

HISTORICAL SIGNIFICANCE

HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: 1020 HCM NAME: Firestone Building

CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: HISTORIC PROPERTY NAME: Firestone Building

ORIGINAL CONSTRUCTION DATE: 1937 ARCHITECT(S): R.E. Ward

ARCHITECTURAL STYLE: Streamline Moderne

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT

Owner signature and date: Steven Anavim 2/10/16

Owner signature and date: Brad Conroy 2/24/16

OWNER SIGNATURE: Steven Anavim

OWNER SIGNATURE: Brad Conroy

PRINT NAME

PRINT NAME

EXHIBIT "A"

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 800 S. La Brea Avenue Los Angeles, CA 90036

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: Original exterior porcelain enamel panelsCost \$ 61,885 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2017-19Description of work: Remove non-historic paint coatings from panels, re-caulk exposed joints and abatement of any ACM as required.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Curved cantilevered exterior canopyCost \$ 20,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2018Description of work: Repair and repaint damage from leaks.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Curved cantilevered exterior canopy- lightingCost \$ 21,875 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2019Description of work: Remove existing non original florescent lighting system and replace with period appropriate neon tube lighting system.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Original letters on roof edge/papaetCost \$ 8,500 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2020Description of work: Repair and repaint letters as required.

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 800 S. La Brea Avenue Los Angeles, CA 90036

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Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Wood Ceiling- Interior

Cost \$ 63,800 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2018

Description of work: Removal and abatement of lead based paint from wood deck and repaint.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Steel 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 repaint.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Original Skylights

Cost \$ 11,600 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2020-21

Description of work: Complete full restoration of skylights including fixed glass, mullions and paint/caulking.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Storefront window system and doors

Cost \$ 12,500 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2022-23

Description of work: Re-fabricate metal window system, remove damaged mullions and repaint.

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 800 S. La Brea Avenue, Los Angeles, CA 90036

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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     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 stabilization of existing skylights including glass replacement and frame repair.

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.
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- 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

Steven T. Scheier

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE  
HISTORIC-CULTURAL MONUMENT OR  
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

2700 S. La Salle Avenue

(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016, by and  
(LEAVE DATE BLANK UNTIL RECORDED)  
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and  
Steven T. Scheier (hereinafter referred to as the "Owner").

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

- (i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.
- (ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Hammers Residence and located at the street address 2700 S. La Salle Avenue, Los Angeles, California 90018, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

- (iii) On January 27, 2016: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. 1104 pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. 15 - 1351); or, (b) The Property was determined to be 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 Steven T. Schleier  
Address 2700 S. La Salle Avenue  
Los Angeles, CA 90018

**9. General Provisions.**

- a. None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors or assigns, nor

shall such terms, provisions or conditions cause them to be considered joint venturers or members of any joint enterprise.

- b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.
- c. All of the agreements, rights, covenants, reservations and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Property, whether by operation of law or in any manner whatsoever.
- d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.
- e. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be effected thereby.
- f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

**10. Recordation.**

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

**11. Amendments.**

This Agreement may be amended, in whole or in part, only by a written recorded instrument executed by the parties hereto.

**12. Fees.**

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

**THE CITY OF LOS ANGELES, a municipal corporation:**

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: \_\_\_\_\_  
Deputy Date

By: \_\_\_\_\_  
VINCENT P. BERTONI, AICP, Director of Planning Date

By: Steven Schleier  
Owner Signature\*  
**Steven T. Schleier** 5/30/2016  
Print Name Date

By: \_\_\_\_\_  
Owner Signature\*  
\_\_\_\_\_  
Print Name Date

By: \_\_\_\_\_  
Owner Signature\*  
\_\_\_\_\_  
Print Name Date

**APPROVED AS TO FORM**  
MICHAEL N. FEUER, City Attorney

By: \_\_\_\_\_  
Deputy City Attorney, Office of the City Attorney Date

\* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of LOS ANGELES )

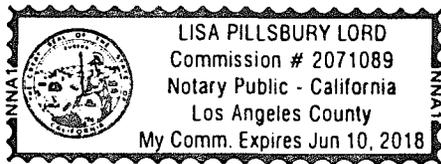
On MAY 30, 2016 before me, LISA PILLSBURY LORD, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared STEVEN T. SCHLEIER  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: HISTORICAL IDENTITY CONTACT Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 2700 S. La Salle Avenue, Los Angeles, CA 90018

OWNER(S) OF PROPERTY: Steven T. Schleier

OWNER(S) MAILING ADDRESS: 2700 S. La Salle Avenue, Los Angeles, CA 90018

HOME TELEPHONE: (310) 251-2625 WORK TELEPHONE: (310) 575-4860

MOBILE TELEPHONE: (310) 251-2625 ALTERNATE TELEPHONE:

OWNER(S) EMAIL: stevela@roadrunner.com ALTERNATE EMAIL:

PROPERTY INFORMATION

Legal Description: TRACT: Charles Victor Hall Tract Block: 11 Lot: 1 ARB: N/A

Assessor Identification Number (AIN): 5053 - 021 - 001 COUNCIL DISTRICT NO.: 8

PROPERTY PURCHASE DATE: 11/18/2013 MOST RECENT ASSESSED VALUE: \$754,784.00

OWNER OCCUPIED: Yes No USE: SINGLE-FAMILY DWELLING MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? YES NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? YES NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPARTMENT? YES NO

HISTORICAL SIGNIFICANCE

HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: 1104 HCM NAME: Hammers Residence

CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: HISTORIC PROPERTY NAME:

ORIGINAL CONSTRUCTION DATE: 1904 ARCHITECT(S): Samuel Hedges

ARCHITECTURAL STYLE: Arts and Crafts

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Steven T. Schleier 2/16/2016

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Steven T. Schleier

PRINT NAME PRINT NAME

EXHIBIT "A"

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 2700 South La Salle Avenue, Los Angeles, CA 90027

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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 \$ 28,000.00 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2014

Description of work: Seismic retrofit of unreinforced brick foundation exceeding minimum retrofit code, retrofit and partial replacement, poured concrete sister foundation; leveled floors

Maintenance     Rehabilitation/Restoration     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 existing double-hung wood windows, restored original window sashes and glass including leaded glass panels

Maintenance     Rehabilitation/Restoration     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 original pocket doors; restored original interior doors, replaced non-original front door with vintage door

Maintenance     Rehabilitation/Restoration     Completed     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 original woodwork including wood beams, paneling and other woodwork in foyer, living room, dining room, library and staircase

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 2700 South La Salle Avenue, Los Angeles, CA 90027

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: Floors

Cost \$ 8,800.00 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2014

Description of work: Refinished original hardwood floors

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Front Porch and Front Facade

Cost \$ 5,000.00 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2014

Description of work: Demolished non-original flagstone veneer on front facade, porch and columns and restored original appearance with wood columns and wood railings

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Back Patio

Cost \$ 9,000.00 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2014

Description of work: Demolished non-original flagstone patio in rear and added new redwood deck to conform to home's original construction period

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Exterior Siding and Woodwork

Cost \$ 9,100.00 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2014

Description of work: Restored and repaired wood siding, primed and painted all exterior surfaces

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 2700 South La Salle Avenue, Los Angeles, CA 90027

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: Interior Paint

Cost \$ 8,300.00 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2014

Description of work: Restore interior walls, prime and paint all interior walls

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Electrical

Cost \$ 9,500.00 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2014

Description of work: All new electrical upgraded to 200 amp service

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     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

Use this form to propose all preservation work necessary 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: Fireplace

Cost \$ 1,500.00 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2014

Description of work: Removed non-original tiles and replaced with period appropriate tiles and replica Batchelder tiles

Maintenance     Rehabilitation/Restoration     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 tiles, replace with period appropriate vanities and tiles

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Front yard landscaping

Cost \$ 3,500 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2016

Description of work: Plant shrubs and ground-cover appropriate for period

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Back yard landscaping

Cost \$ 5,500.00 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2016

Description of work: Plant perimeter trees

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 2700 South La Salle Avenue, Los Angeles, CA 90027

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: 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 trees, shrubs and ground cover appropriate for period of home

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Attic

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 period 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 bricks in the fireplace in order to make the fireplace function

**MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS****Secretary of the Interior's Standards for Rehabilitation**

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

**Property Maintenance**

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

- a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
- b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
- c. Stagnant water or open excavations.
- d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
- e. Peeling exterior paint or unremoved/uncovered graffiti.
- f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
- g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

**Conditions**

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning  
Historical Property Contracts Program  
200 North Spring Street, Room 559  
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

**HISTORICAL PROPERTY CONTRACT**

BY AND BETWEEN THE CITY OF LOS ANGELES,  
A MUNICIPAL CORPORATION, AND

J 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 "City") and  
J AND R YUZEFPOLSKY TRUST (hereinafter referred to as the "Owner").

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

- (i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.
- (ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the 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 - N/A); or, (b) The Property was determined to be a Contributing Structure to the WINDSOR SQUARE Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.
- (iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

NOW THEREFORE, City and Owner, in consideration of the mutual covenants and conditions set forth herein, do hereby agree as follows:

**1. Effective Date and Term of Agreement.**

This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

**2. Renewal.**

Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

**3. Standards for Historical Property.**

During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:

- a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
- b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

- c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

#### **4. Provision of Information of Compliance.**

Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

#### **5. Cancellation.**

City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

#### **6. Enforcement of Agreement.**

In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. City does not waive any claim of default by Owner if City does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for in this Agreement or in City's regulations governing historic properties

are available to the City to pursue in the event that there is a breach of this Agreement. No waiver of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

**7. Binding Effect of Agreement.**

The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. City and Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the historic characteristics and significance of the Property for the benefit of the public and Owner.

**8. Notice.**

Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto.

**To City:** Los Angeles Department of City Planning  
200 North Spring Street, Room 559  
Los Angeles, California 90012  
Attn: Historical Property Contracts Manager

**To Owner:** Name Joe and Regina Yuzefpolsky  
Address 154 S. Larchmont Blvd.  
Los Angeles, Ca 90004

**9. General Provisions.**

- a. None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors or assigns, nor

shall such terms, provisions or conditions cause them to be considered joint venturers or members of any joint enterprise.

- b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.
- c. All of the agreements, rights, covenants, reservations and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Property, whether by operation of law or in any manner whatsoever.
- d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.
- e. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be effected thereby.
- f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

**10. Recordation.**

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

**11. Amendments.**

This Agreement may be amended, in whole or in part, only by a written recorded instrument executed by the parties hereto.

**12. Fees.**

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: \_\_\_\_\_  
Deputy \_\_\_\_\_ Date

By: \_\_\_\_\_  
VINCENT P. BERTONI, AICP, Director of Planning \_\_\_\_\_ Date

By: Joe Yu 5/4/16  
Owner Signature\*  
Joe Yuzefpolsky, Trustee of the J and R Yuzefpolsky Trust  
Print Name \_\_\_\_\_ Date

By: Regina Yu 5/4/16  
Owner Signature\*  
Regina Yuzefpolsky, Trustee of the J and R Yuzefpolsky Trust  
Print Name \_\_\_\_\_ Date

By: \_\_\_\_\_  
Owner Signature\*  
\_\_\_\_\_  
Print Name \_\_\_\_\_ Date

APPROVED AS TO FORM  
MICHAEL N. FEUER, City Attorney

By: \_\_\_\_\_  
Deputy City Attorney, Office of the City Attorney \_\_\_\_\_ Date

\* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

This certificate is attached to a 6 page document dealing with/entitled Historical Property Contract and dated 5/4/2016

### California ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

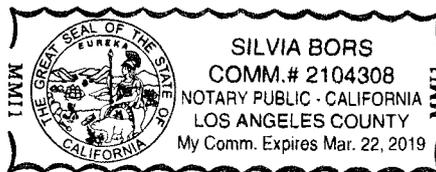
State of California  
County of Los Angeles

On May 4th, 2016 before me,  
Silvia Bors (here insert name and title of the officer),

personally appeared Joe Yuzepolsky and Regina Yuzepolsky 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 [Handwritten Signature] (Seal)

CITY OF LOS ANGELES

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 Angeles, 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 BLOCK: 10 LOT: 9 ARB: none

Assessor Identification Number (AIN): 5515 - 023 - 009 COUNCIL DISTRICT NO.: 4

PROPERTY PURCHASE DATE: 4/16/2003 MOST RECENT ASSESSED VALUE: \$1,199,168.00

OWNER OCCUPIED: Yes No USE: Single-Family Dwelling Multi-Family/ Commercial/ Industrial

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY 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? Yes No

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPARTMENT? Yes No

HISTORICAL SIGNIFICANCE

Historic-Cultural Monument (HCM)

HCM NUMBER: HCM NAME:

Contributor to a Historic Preservation Overlay Zone (HPOZ)

HPOZ NAME: Windsor Square HISTORIC PROPERTY NAME: Residence for Ruth Anna Reeve

ORIGINAL CONSTRUCTION DATE: 1923 ARCHITECT(S): John Douglas

ARCHITECTURAL STYLE: Spanish Colonial Revival

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Regina Yuzefpolsky 2/19/16

OWNER SIGNATURE

DATE

JOE Y 2/19/16

OWNER SIGNATURE

DATE

Regina Yuzefpolsky

JOE YUZEFPOLSKY

PRINT NAME

PRINT NAME

EXHIBIT "A"

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 154 S. Larchmont Blvd. Los Angeles, Ca 90004

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: LandscapeCost \$ 21,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2015Description of work: Installed front yard landscaping with drought tolerant plants and improved drainage

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: LandscapeCost \$ 25,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2016Description of work: Installed rear yard landscaping with drought tolerant plants and improved drainage

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Foundation/Structural SystemCost \$ 6,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2016Description of work: Foundation reinforcement to improve strength of structural system that has shown signs of failing

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: ChimneyCost \$ 44,800 (round to nearest dollar)Contract Year of Proposed Work Completion: 2018Description of work: Re-build chimney to restore it to safe and functional order

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 154 S. Larchmont Blvd. Los Angeles, Ca 90004

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: Interior Plaster WallsCost \$ 9,543 (round to nearest dollar)Contract Year of Proposed Work Completion: 2018Description of work: Repair damaged interior plaster walls that are presently cracked

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Garage DoorsCost \$ 5,300 (round to nearest dollar)Contract Year of Proposed Work Completion: 2018Description of work: Replace broken garage doors with wood doors

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Wood FloorsCost \$ 28,986 (round to nearest dollar)Contract Year of Proposed Work Completion: 2025Description of work: Repair/replace (where needed) wood flooring

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: HardscapeCost \$ 24,450 (round to nearest dollar)Contract Year of Proposed Work Completion: 2025Description of work: Replace broken and cracked driveway

EXHIBIT "A"

**MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS****Secretary of the Interior's Standards for Rehabilitation**

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

**Property Maintenance**

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

- a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
- b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
- c. Stagnant water or open excavations.
- d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
- e. Peeling exterior paint or unremoved/uncovered graffiti.
- f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
- g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

**Conditions**

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning  
Historical Property Contracts Program  
200 North Spring Street, Room 559  
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

**HISTORICAL PROPERTY CONTRACT**  
BY AND BETWEEN THE CITY OF LOS ANGELES,  
A MUNICIPAL CORPORATION, AND

David Alexander DePasquale, Jared Hammond and Peter Emmerich

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE  
HISTORIC-CULTURAL MONUMENT OR  
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

17013 Lisette Street

(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016, by and  
(LEAVE DATE BLANK UNTIL RECORDED)

between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and  
David Alexander DePasquale, Jared Hammond and Peter Emmerich (hereinafter referred to as the "Owner").

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

- (i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.
- (ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Contributing Property and located at the street address 17013 Lisette Street, Los Angeles, California 91344, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

- (iii) On N/A, N/A: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. N/A pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. N/A - N/A); or, (b) The Property was determined to be a Contributing Structure to the Balboa Highlands Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.
- (iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

NOW THEREFORE, City and Owner, in consideration of the mutual covenants and conditions set forth herein, do hereby agree as follows:

**1. Effective Date and Term of Agreement.**

This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

**2. Renewal.**

Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

**3. Standards for Historical Property.**

During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:

- a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
- b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

- c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

#### **4. Provision of Information of Compliance.**

Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

#### **5. Cancellation.**

City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

#### **6. Enforcement of Agreement.**

In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. City does not waive any claim of default by Owner if City does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for in this Agreement or in City's regulations governing historic properties

are available to the City to pursue in the event that there is a breach of this Agreement. No waiver of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

**7. Binding Effect of Agreement.**

The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. City and Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the historic characteristics and significance of the Property for the benefit of the public and Owner.

**8. Notice.**

Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto.

**To City:**

Los Angeles Department of City Planning  
200 North Spring Street, Room 559  
Los Angeles, California 90012  
Attn: Historical Property Contracts Manager

**To Owner:**

Name

Jared Hammond

Address

17013 Lisette Street

Granada Hills, CA 91344

**9. General Provisions.**

- a. None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors or assigns, nor

shall such terms, provisions or conditions cause them to be considered joint venturers or members of any joint enterprise.

- b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.
- c. All of the agreements, rights, covenants, reservations and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Property, whether by operation of law or in any manner whatsoever.
- d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.
- e. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be effected thereby.
- f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

**10. Recordation.**

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

**11. Amendments.**

This Agreement may be amended, in whole or in part, only by a written recorded instrument executed by the parties hereto.

**12. Fees.**

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

**THE CITY OF LOS ANGELES, a municipal corporation:**

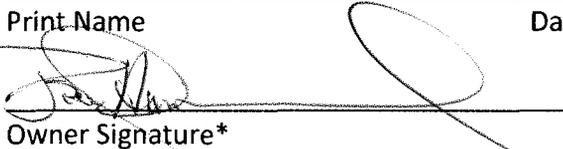
ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: \_\_\_\_\_  
Deputy Date

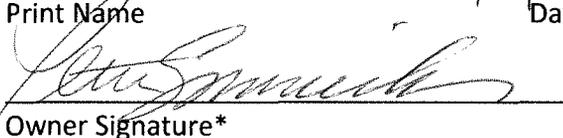
By: \_\_\_\_\_  
VINCENT P. BERTONI, AICP, Director of Planning Date

By:   
Owner Signature\*

David Alexander DePasquale 5/24/16  
Print Name Date

By:   
Owner Signature\*

Jared Hammond 5/24/16  
Print Name Date

By:   
Owner Signature\*

Peter Emmerich 5/24/16  
Print Name Date

**APPROVED AS TO FORM**  
MICHAEL N. FEUER, City Attorney

By: \_\_\_\_\_  
Deputy City Attorney, Office of the City Attorney Date

\* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )

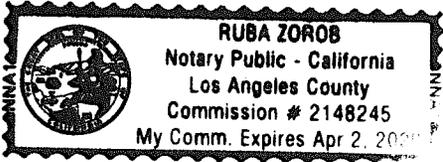
On May 24, 2016 before me, Ruba Zorob, Notary Public,  
*Date Here Insert Name and Title of the Officer*

personally appeared David Alexander DePasquale, Jared Hammond, and Peter Emmerich  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in ~~his~~/her/their authorized capacity(ies), and that by ~~his~~/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Ruba Zorob*  
*Signature of Notary Public*

Place Notary Seal Above

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 17013 Lisette St., Granada Hills, CA 91344

OWNER(S) OF PROPERTY: Jared Hammond, Peter Emmerich, David DePasquale

OWNER(S) MAILING ADDRESS: 17013 Lisette St., Granada Hills, CA 91344

HOME TELEPHONE: (917) 518-5175

WORK TELEPHONE: (310) 209-7929

MOBILE TELEPHONE: (732) 615-8459

ALTERNATE TELEPHONE: (917) 518-5176

OWNER(S) EMAIL: jhammond@hammer.ucla.edu

ALTERNATE EMAIL: davidadepasquale@gmail.com

PROPERTY INFORMATION

Legal Description: TRACT: 21530 BLOCK: None LOT: 3 ARB: None

Assessor Identification Number (AIN): 2602 - 017 - 002 COUNCIL DISTRICT NO.: 12

PROPERTY PURCHASE DATE: 9/18/2015 MOST RECENT ASSESSED VALUE: 745000

OWNER OCCUPIED: Yes No USE: Single-Family Dwelling Multi-Family/ Commercial/ Industrial

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? Yes No 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 FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPARTMENT? Yes No

HISTORICAL SIGNIFICANCE

Historic-Cultural Monument (HCM)

HCM NUMBER: HCM NAME:

Contributor to a Historic Preservation Overlay Zone (HPOZ)

HPOZ NAME: Balboa Highlands HISTORIC PROPERTY NAME: Unknown (A-Frame, Plan 1505)

ORIGINAL CONSTRUCTION DATE: 1963 ARCHITECT(S): A. Quincy Jones, Jones & Emmons Assoc.

ARCHITECTURAL STYLE: Los Angeles Modern

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Jared Hammond Peter Emmerich 2/28/16

David DePasquale 2/28/16

OWNER SIGNATURE

DATE

OWNER SIGNATURE

DATE

Jared Hammond Peter Emmerich

David DePasquale

PRINT NAME

PRINT NAME

EXHIBIT "A"

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 17013 Lisette Street

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: Sewer line from house to streetCost \$ 7,320 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2015Description of work: Replacement of master sewage line from exit from house to main sewer line in street

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Siding/Exterior woodCost \$ 1,670 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2016Description of work: Repair modest amount of dry rot in wooden siding and exterior elements

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: RoofCost \$ 31,970 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2016Description of work: Remove three layers of existing roofs and replace with new roof; repair and/or replace gutters and downspouts

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Front yardCost \$ 3,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2016Description of work: Engage landscaper to design native/drought-tolerant landscape to replace poorly graded front lawn, eliminating any wood/soil contact

EXHIBIT "A"

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 17013 Lisette Street

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: Electrical systemCost \$ 6,500 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2016Description of work: Upgrade electrical panel and subpanel; repair/replace electrical outlets

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: ChimneyCost \$ 500 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2016Description of work: Engage chimney sweep to clean chimney flue

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: ChimneyCost \$ 2,200 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2016Description of work: Repoint masonry as needed; install rain cap and spark screen if feasible

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Back yardCost \$ 3,500 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2016Description of work: Engage arborist to evaluate condition of trees, especially in the rear of the house, and remediate trees/limbs that overhang roof/chimney

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 17013 Lisette Street

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: Sliding doorsCost \$ 750 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2016Description of work: Repair/replace locking mechanisms

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Windows and sliding doorsCost \$ 3,500 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2017Description of work: Install safety film on plate-glass windows and sliding doors

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Front yardCost \$ 9,500 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2017Description of work: Install native/drought-tolerant landscape to replace poorly graded front lawn, including redirection/removal of sprinkler system as appropriate

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Back and side yardsCost \$ 3,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2017Description of work: Engage landscaper to design native/drought-tolerant landscape, incorporating both sections of back yard on either side of rear fence

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 17013 Lisette Street

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: Back and side yardsCost \$ 5,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2018Description of work: Install native/drought-tolerant landscape, including redirection/removal of sprinkler system

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Front yard fencesCost \$ 4,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2018Description of work: Replace non-historic fencing with design consistent with home

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Back and side yard fencesCost \$ 6,500 (round to nearest dollar)Contract Year of Proposed Work Completion: 2018Description of work: Replace non-historic fencing with design consistent with home; possibly relocate rear fence line

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Exterior sidingCost \$ 7,900 (round to nearest dollar)Contract Year of Proposed Work Completion: 2018Description of work: Repaint exterior of house

EXHIBIT "A"

**MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS****Secretary of the Interior's Standards for Rehabilitation**

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

**Property Maintenance**

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

- a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
- b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
- c. Stagnant water or open excavations.
- d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
- e. Peeling exterior paint or unremoved/uncovered graffiti.
- f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
- g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

**Conditions**

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning  
Historical Property Contracts Program  
200 North Spring Street, Room 559  
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

**HISTORICAL PROPERTY CONTRACT**

BY AND BETWEEN THE CITY OF LOS ANGELES,  
A MUNICIPAL CORPORATION, AND

Jeremy A. Samuelson

Dara A. Samuelson

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE  
HISTORIC-CULTURAL MONUMENT OR  
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

1547 S. Manhattan Place

(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016, by and  
(LEAVE DATE BLANK UNTIL RECORDED)

between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and  
Jeremy A. Samuelson and Dara A. Samuelson (hereinafter referred to as the "Owner").

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

- (i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.
- (ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the John F. Powers Residence and located at the street address 1547 S. Manhattan Place, Los Angeles, California 90019, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

- (iii) On June 21, 1996: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. 627 pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. 96 - 0867); or, (b) The Property was determined to be a Contributing Structure to the N/A Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.
- (iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

NOW THEREFORE, City and Owner, in consideration of the mutual covenants and conditions set forth herein, do hereby agree as follows:

**1. Effective Date and Term of Agreement.**

This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

**2. Renewal.**

Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

**3. Standards for Historical Property.**

During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:

- a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
- b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

- c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

**4. Provision of Information of Compliance.**

Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

**5. Cancellation.**

City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

**6. Enforcement of Agreement.**

In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. City does not waive any claim of default by Owner if City does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for in this Agreement or in City's regulations governing historic properties

are available to the City to pursue in the event that there is a breach of this Agreement. No waiver of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

**7. Binding Effect of Agreement.**

The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. City and Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the historic characteristics and significance of the Property for the benefit of the public and Owner.

**8. Notice.**

Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto.

**To City:** Los Angeles Department of City Planning  
200 North Spring Street, Room 559  
Los Angeles, California 90012  
Attn: Historical Property Contracts Manager

**To Owner:** Name 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.

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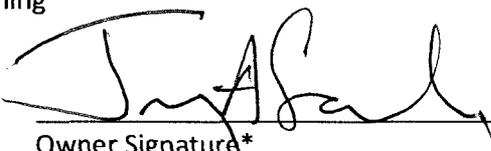
IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

**THE CITY OF LOS ANGELES, a municipal corporation:**

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: \_\_\_\_\_  
Deputy Date

By: \_\_\_\_\_  
VINCENT P. BERTONI, AICP, Director of Planning Date

By:  5-24-16  
Owner Signature\*  
**Jeremy A. Samuelson**

Print Name Date

By:  5/24/16  
Owner Signature\*

**Dara A. Samuelson**

Print Name Date

By: \_\_\_\_\_  
Owner Signature\*

Print Name Date

PLEASE SEE ATTACHED  
CURRENT CALIFORNIA  
NOTARY FORM

**APPROVED AS TO FORM**  
MICHAEL N. FEUER, City Attorney

By: \_\_\_\_\_  
Deputy City Attorney, Office of the City Attorney Date

\* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

# California Acknowledgment Form

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of LOS ANGELES } ss.

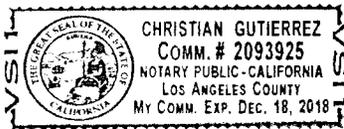
On 05/24/2016 before me, Christian Gutierrez, Notary Public  
(here insert name and title of the officer)  
personally appeared JEREMY A. SAMUELSON AND DARA A. SAMUELSON

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Seal

WITNESS my hand and official seal.



*Christian Gutierrez*  
Signature of Notary

## Optional Information

To help prevent fraud, it is recommended that you provide information about the attached document below.

\*\*\*This is not required under California State notary public law.\*\*\*

Document Title: \_\_\_\_\_ # of Pages: \_\_\_\_\_

## Notes

\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CITY OF LOS ANGELES

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: N/A

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 NO USE: SINGLE-FAMILY DWELLING MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? YES NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? YES NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPARTMENT? YES NO

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.

OWNER SIGNATURE DATE 2-18-16 Jeremy A. Samuelson

OWNER SIGNATURE DATE 2-18-16 Dara B. Samuelson

PRINT NAME

PRINT NAME

EXHIBIT "A"

## 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: FoundationCost \$ 15,000.00 (round to nearest dollar)Contract Year of Proposed Work Completion: 2017Description of work: Repair foundation and bolt it.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Casement windowsCost \$ 8,000.00 (round to nearest dollar)Contract Year of Proposed Work Completion: 2018Description of work: Getting all original casement windows properly working, including the replacement of missing or broken hardware where needed.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: GuttersCost \$ 15,000.00 (round to nearest dollar)Contract Year of Proposed Work Completion: 2019Description of work: Install copper gutters on house and garage.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: RoofCost \$ 20,000.00 (round to nearest dollar)Contract Year of Proposed Work Completion: 2020Description of work: Re-roof house and garage.

## 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: LandscapingCost \$ 25,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2021Description of work: Develop and execute a cohesive and drought-tolerant landscaping , on street ,building front and rear. including removal of dead trees

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: restore exterior facia and detailsCost \$ 10,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2021Description of work: restore, sand paint all exterior facie detail on both carriage house and main house

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Kitchen restorationCost \$ 10,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2022Description of work: remove bamboo flooring and install tile appropriate to the house

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Mud Room/laundry restorationCost \$ 10,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2022Description of work: removal of contemporary slate surface, install tile appropriate to the house

EXHIBIT "A"

## 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: chimney repairCost \$ 15,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2023Description of work: engineer and stabilize chimney , repoint brick work

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Restore and repair porch ceilingCost \$ 15,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2024Description of work: refinish and repair tongue and groove porch ceiling paneling

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Exterior stoneworkCost \$ 10,000.00 (round to nearest dollar)Contract Year of Proposed Work Completion: 2026Description of work: Re-grout and waterproof exterior stonework on house.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: \_\_\_\_\_

Cost \$ \_\_\_\_\_ (round to nearest dollar)

Contract Year of Proposed Work Completion: \_\_\_\_\_

Description of work: \_\_\_\_\_

EXHIBIT "A"

**MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS****Secretary of the Interior's Standards for Rehabilitation**

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

**Property Maintenance**

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

- a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
- b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
- c. Stagnant water or open excavations.
- d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
- e. Peeling exterior paint or unremoved/uncovered graffiti.
- f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
- g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

**Conditions**

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning  
Historical Property Contracts Program  
200 North Spring Street, Room 559  
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

### HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,  
A MUNICIPAL CORPORATION, AND

David R. Raposa

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE  
HISTORIC-CULTURAL MONUMENT OR  
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

3118 Mont Clair Street, Los Angeles CA 90018

(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016, by and  
(LEAVE DATE BLANK UNTIL RECORDED)

between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and  
David R. Raposa (hereinafter referred to as the "Owner").

(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 Joseph L. Starr Dairy Farm Bunkhouse and located at the street address 3118 Mont Clair Street, Los Angeles, California 90018 (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

- (iii) On 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 Property was determined to be a Contributing Structure to the Jefferson Park Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.
- (iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

NOW THEREFORE, City and Owner, in consideration of the mutual covenants and conditions set forth herein, do hereby agree as follows:

**1. Effective Date and Term of Agreement.**

This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

**2. Renewal.**

Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

**3. Standards for Historical Property.**

During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:

- a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
- b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

- c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

#### **4. Provision of Information of Compliance.**

Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

#### **5. Cancellation.**

City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

#### **6. Enforcement of Agreement.**

In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. City does not waive any claim of default by Owner if City does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for in this Agreement or in City's regulations governing historic properties

are available to the City to pursue in the event that there is a breach of this Agreement. No waiver of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

**7. Binding Effect of Agreement.**

The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. City and Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the historic characteristics and significance of the Property for the benefit of the public and Owner.

**8. Notice.**

Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto.

**To City:** Los Angeles Department of City Planning  
200 North Spring Street, Room 559  
Los Angeles, California 90012  
Attn: Historical Property Contracts Manager

<b>To Owner:</b>	Name	David R. Raposa
	Address	2515 4th Avenue
		Los Angeles, CA 90018

**9. General Provisions.**

a. None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors or assigns, nor

shall such terms, provisions or conditions cause them to be considered joint venturers or members of any joint enterprise.

- b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.
- c. All of the agreements, rights, covenants, reservations and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Property, whether by operation of law or in any manner whatsoever.
- d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.
- e. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be effected thereby.
- f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

**10. Recordation.**

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

**11. Amendments.**

This Agreement may be amended, in whole or in part, only by a written recorded instrument executed by the parties hereto.

**12. Fees.**

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

**THE CITY OF LOS ANGELES, a municipal corporation:**

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: \_\_\_\_\_  
Deputy Date

By: \_\_\_\_\_  
VINCENT P. BERTONI, AICP, Director of Planning Date

By: David R. Raposa  
Owner Signature\*  
David R. Raposa  
\_\_\_\_\_  
Print Name Date

By: \_\_\_\_\_  
Owner Signature\*  
\_\_\_\_\_  
Print Name Date

By: \_\_\_\_\_  
Owner Signature\*  
\_\_\_\_\_  
Print Name Date

**APPROVED AS TO FORM**  
MICHAEL N. FEUER, City Attorney

By: \_\_\_\_\_  
Deputy City Attorney, Office of the City Attorney Date

\* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

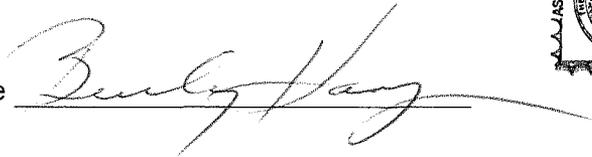
On May 19, 2016 before me, Beverly Harper,

A Notary Public personally appeared David R. Raposa who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 3118 West Mont Clair Street Los Angeles, CA 90018 (AKA "Montclair")

OWNER(S) OF PROPERTY: David Raposa

OWNER(S) MAILING ADDRESS: 2515 4th Avenue Los Angeles, 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

Legal Description: TRACT: Arlington Fourth Avenue Tract #; Block: None Lot: 113 ARB: 1

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-Family Dwelling Multi-Family/ Commercial/ Industrial

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? Yes NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? Yes No

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPARTMENT? Yes No

HISTORICAL SIGNIFICANCE

Historic-Cultural Monument (HCM)

HCM NUMBER: HCM NAME:

Contributor to a Historic Preservation Overlay Zone (HPOZ)

HPOZ NAME: Jefferson Park HISTORIC PROPERTY NAME: Starr Dairy Barn/Bunkhouse

ORIGINAL CONSTRUCTION DATE: 1888 ARCHITECT(S): Jasper Newton Preston

ARCHITECTURAL STYLE: Victorian Vernacular (dairy farm building[s] -- includes original outhouse)

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Signature and date of David R. Raposa

Print name of David R. Raposa

Print name of David R. Raposa

EXHIBIT "A"

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 3318 Mont Clair Street

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: Entire property

Cost \$ 2,500 (round to nearest dollar)   Contract Year of Proposed Work Completion: 2015

Description of work: Initial trash removal (piles of paper, broken furniture, beds, etc), inc. cost of two 40-yard dumpsters, and property clean-up

Maintenance    Rehabilitation/Restoration    Completed    Proposed

Building Feature: East wall of Bunkhouse

Cost \$ 750 (round to nearest dollar)   Contract Year of Proposed Work Completion: 2015

Description of work: Beehive removal

Maintenance    Rehabilitation/Restoration    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 support system in order to tarp (protect structure from further water intrusion damage)

Maintenance    Rehabilitation/Restoration    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, replace some missing clapboard siding boards, install new 30-year "cool roof" Barkwood color

EXHIBIT "A"

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 3318 Mont Clair Street

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: Entire propertyCost \$ 800 (round to nearest dollar)Contract Year of Proposed Work Completion: 2016Description of work: Architect's "As-built" drawings/plans, including site plan and also current framing detail

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Entire Bunkhouse (design)Cost \$ 1,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2016

Description of work:

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: GarageCost \$ 2,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2016Description of work: Paint garage in period-appropriate color scheme, also reflecting adjacent Starr Dairy Farmhouse

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: TreeCost \$ 1,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2016Description of work: Remove tree, which is intruding into the structural elements of the Bunkhouse

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 3318 Mont Clair Street

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: Entire Bunkhouse (structural)Cost \$ 10,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2016Description of work: Engage Structural Engineer with historical experience (Mel Green) to design new framing and foundation systems, along with devising a plan to raise/level the house in order to install new foundation, rim joist, stud walls, floor & ceiling joists, all sensitive to original barn

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: FoundationCost \$ 30-40,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2017Description of work: Raise/level house and install foundation per structural engineer's plans

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Front porchCost \$ 5,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2017Description 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: FramingCost \$ 18-24,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2017Description 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

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 3318 Mont Clair Street

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Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Floor and ceiling joists

Cost \$ 6,500 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2017

Description of work: Replace all first floor joists; repair and replace ceiling joists, adding sister joists to better support second-level floor.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Exterior

Cost \$ 6,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2017

Description of work: Mill replica (using extant) battens and install with existing boards so that exterior of Bunkhouse matches original (still extant on South Elevation) -- later clapboard siding to be carefully removed in sections at the same time

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Staircase

Cost \$ 7,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2017

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: 2017

Description of work: Reframe roof/attic and install new cool roof, Barkwood color

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 3318 Mont Clair Street

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Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Electrical

Cost \$ 10,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2017

Description of work: Rewire entire house, including new 200 amp service panel

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Electrical

Cost \$ 1,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2017

Description of work:

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Plumbing

Cost \$ 10,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2017

Description of work: Replumb entire property; new copper water lines, new drain lines, repair portion of sewer line, new gas lines; include original outhouse (potentially to be converted into laundry center)

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Water heater

Cost \$ 3,500 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2017

Description of work: Install tankless water heater

EXHIBIT "A"

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 3318 Mont Clair Street

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Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Insulation

Cost \$ 3,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2017

Description of work: Install insulation as feasible within new stud walls before covering with beadboard

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Interior beadboard

Cost \$ 10,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2017

Description of work: Restore any existing beadboard (installed in 1916) that is salvageable; "new" beadboard shall be either salvaged period/vintage to match OR milled to match; install in living room and likely bedroom and kitchen spaces

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: wood floors

Cost \$ 10,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2018

Description of work: Mill and install replacement wood floors to match original, primarily first floor but also a few boards upstairs

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: HVAC

Cost \$ 12,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2018

Description of work: Install two mini-split ductless systems, one upstairs, one downstairs

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 3318 Mont Clair Street

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Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Exterior Paint

Cost \$ 12,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2018

Description of work: Paint house in historically appropriate colors; will evaluate original colors and, if feasible, layers of color to help determine color palette to choose

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Doors

Cost \$ 6,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2018

Description of work: Strip/restore original doors and mill new doors, as needed, to match (including probable new pocket door for first-floor bathroom)

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Hardware

Cost \$ 4,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2018

Description of work: Most doors, windows and cabinets will need replacement hardware; intention is to acquire antique hardware that matches extant hardware of Starr Dairy Farmhouse, since extant doors in Bunkhouse match same

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Bathroom fixtures

Cost \$ 5,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2018

Description of work: Purchase and install period appropriate bathroom fixtures

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 3318 Mont Clair Street

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Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Landscape (planning)Cost \$ 2,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2018Description of work: Engage professional to prepare a comprehensive landscape plan

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Surface finishes, interiorCost \$ 10,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2019Description of work: Old beadboard to be stripped; new beadboard and old to be stained OR painted to match each other; floors to be finished (downstairs) and refinished (upstairs)

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Landscaping (phase one)Cost \$ 10,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2020Description of work: Grading, drainage, soil prep, install hardscape, install irrigation system, install fencing (if needed)

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: KitchenCost \$ 10,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2020

Description of work:

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 3318 Mont Clair Street

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Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Lighting

Cost \$ 6,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2021

Description of work: Purchase and install period/period appropriate lighting throughout

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Landscaping (phase two)

Cost \$ 10,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2022

Description of work: Install landscape plantings, including 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: 2022-2026

Description of work: Ongoing maintenance and repairs after receiving certificate of occupancy from LADBS

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: \_\_\_\_\_

Cost \$ \_\_\_\_\_ (round to nearest dollar)    Contract Year of Proposed Work Completion: \_\_\_\_\_

Description of work: \_\_\_\_\_

EXHIBIT "A"

**MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS****Secretary of the Interior's Standards for Rehabilitation**

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

**Property Maintenance**

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

- a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
- b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
- c. Stagnant water or open excavations.
- d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
- e. Peeling exterior paint or unremoved/uncovered graffiti.
- f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
- g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

**Conditions**

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning  
Historical Property Contracts Program  
200 North Spring Street, Room 559  
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

## HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,  
A MUNICIPAL CORPORATION, AND

Nicholas Higgins & Kristina Robbins

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE  
HISTORIC-CULTURAL MONUMENT OR  
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

1700 S Oxford Ave

(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016, by and  
(LEAVE DATE BLANK UNTIL RECORDED)

between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and  
Nicholas Higgins & Kristina Robbins (hereinafter referred to as the "Owner").

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

- (i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.
- (ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the CONTRIBUTING PROPERTY and located at the street address 1700 S Oxford Ave, Los Angeles, California 90006, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

- (iii) On NA, NA: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. NA pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. NA - NA); or, (b) The Property was determined to be a Contributing Structure to the Harvard Heights Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.
- (iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

NOW THEREFORE, City and Owner, in consideration of the mutual covenants and conditions set forth herein, do hereby agree as follows:

**1. Effective Date and Term of Agreement.**

This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

**2. Renewal.**

Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

**3. Standards for Historical Property.**

During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:

- a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
- b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

- c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

**4. Provision of Information of Compliance.**

Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

**5. Cancellation.**

City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

**6. Enforcement of Agreement.**

In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. City does not waive any claim of default by Owner if City does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for in this Agreement or in City's regulations governing historic properties

are available to the City to pursue in the event that there is a breach of this Agreement. No waiver of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

**7. Binding Effect of Agreement.**

The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. City and Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the historic characteristics and significance of the Property for the benefit of the public and Owner.

**8. Notice.**

Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto.

**To City:**

Los Angeles Department of City Planning  
200 North Spring Street, Room 559  
Los Angeles, California 90012  
Attn: Historical Property Contracts Manager

**To Owner:**

Name

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 Officer

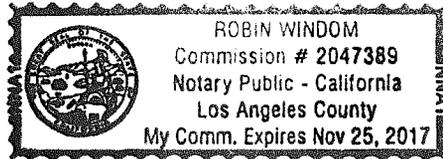
By: \_\_\_\_\_  
Deputy Date

By: \_\_\_\_\_  
VINCENT P. BERTONI, AICP, Director of Planning Date

By: *Nicholas Higgins*  
Owner Signature\*  
**Nicholas Higgins** 5-17-16  
Print Name Date

By: *Kristina Robbins*  
Owner Signature\*  
**Kristina Robbins** 5-17-16  
Print Name Date

By: \_\_\_\_\_  
Owner Signature\*  
\_\_\_\_\_  
Print Name Date



*[Handwritten Signature]*

APPROVED AS TO FORM  
MICHAEL N. FEUER, City Attorney

By: \_\_\_\_\_  
Deputy City Attorney, Office of the City Attorney Date

\* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

**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.

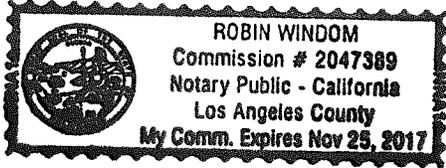
State of California  
County of Los Angeles

On May 17, 2016 before me, Robin Windom, Notary Public  
(insert name and title of the officer)

personally appeared Nicholas Higgins & Kristina Robbins,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]

(Seal)

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 1700 S OXFORD AVE
OWNER(S) OF PROPERTY: NICHOLAS HIGGINS & KRISTINA ROBBINS
OWNER(S) MAILING ADDRESS: 1700 S OXFORD AVE, LA, CA 90006
HOME TELEPHONE: 323 643 4192 WORK TELEPHONE:
MOBILE TELEPHONE: 323 333 5075 ALTERNATE TELEPHONE:
OWNER(S) EMAIL: kristrobb@prodigy.net ALTERNATE EMAIL: nickhigz@prodigy.net

PROPERTY INFORMATION

Legal Description: TRACT: HARVARD HEIGHTS BLOCK: K LOT: 18 ARB:
Assessor Identification Number (AIN): 5074 - 017 - 005 COUNCIL DISTRICT NO.: 10
PROPERTY PURCHASE DATE: JANUARY 1 2014 MOST RECENT ASSESSED VALUE: 520000
OWNER OCCUPIED: Yes No USE: SINGLE-FAMILY DWELLING MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL
ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? YES NA
TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? YES NO
ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPARTMENT? YES NO

HISTORICAL SIGNIFICANCE

[ ] HISTORIC-CULTURAL MONUMENT (HCM)
HCM NUMBER: HCM NAME:
[ ] CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)
HPOZ NAME: Harvard Heights HISTORIC PROPERTY NAME:
ORIGINAL CONSTRUCTION DATE: 1908 ARCHITECT(S): FRANK TYLER
ARCHITECTURAL STYLE: CRAFTSMAN

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Signature and date lines for Nicholas Higgins and Kristina Robbins, including print names and dates.

EXHIBIT "A"

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1700 S Oxford Ave, LA, CA 90006

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: FoundationCost \$ 30,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2014Description of work: Full replacement of brick foundation with poured cement

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Electrical SystemCost \$ 7,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2014Description of work: Replacement of all knob and tube wiring and installation of new outlets and lighting elements

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: 2nd Floor Bathroom remodelCost \$ 10,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2014Description of work: Replaced floor, replaced bathtub, sink, and toilet with vintage and reproduction fixtures, upgraded plumbing

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Garage DoorCost \$ 5,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2014Description of work: Replaced rotted garage door with wood equivalent

EXHIBIT "A"

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1700 S Oxford Ave, LA, CA 90006

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: Den WallCost \$ 2,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2014Description of work: Reconstructed den wall to original condition with wood panel in place of installed closet

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: RoofCost \$ 18,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2015Description of work: Complete roof replacement

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: House ExteriorCost \$ 11,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2015Description of work: Painted all exterior walls and window frames

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: LandscapeCost \$ 4,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2017Description of work: Replaced rotting wood fencing at the north and south boundaries of the property and across the driveway

EXHIBIT "A"

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1700 S Oxford Ave, LA, CA 90006

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: LandscapeCost \$ 6,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2018Description of work: Engage landscape architect to plan and execute backyard design

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Pocket DoorsCost \$ 1,200 (round to nearest dollar)Contract Year of Proposed Work Completion: 2019Description of work: Restore 2 pocket doors in den and between the dining room and living room

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Kitchen WindowsCost \$ 1,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2020Description of work: Restore metal installed windows with historically appropriate equivalent

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: ChimneyCost \$ 20,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2021Description of work: Engage chimney engineer and replace chimney as per recommendations in initial general inspections

EXHIBIT "A"

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1700 S Oxford Ave, LA, CA 90006

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: SewerCost \$ 6,000 (round to nearest dollar)   Contract Year of Proposed Work Completion: 2022Description of work: Replace existing sewer line from house to street connection as per recommendation in general inspection

Maintenance    Rehabilitation/Restoration    Completed    Proposed

Building Feature: StaircaseCost \$ 5,000 (round to nearest dollar)   Contract Year of Proposed Work Completion: 2023Description of work: Rebuild first floor staircase to match original 2nd floor design

Maintenance    Rehabilitation/Restoration    Completed    Proposed

Building Feature: FloorsCost \$ 10,000 (round to nearest dollar)   Contract Year of Proposed Work Completion: 2024Description of work: Refinish wood floors throughout the entire house

Maintenance    Rehabilitation/Restoration    Completed    Proposed

Building Feature: FireplaceCost \$ 5000 (round to nearest dollar)   Contract Year of Proposed Work Completion: 2025Description of work: Restore fireplace surround with appropriate vintage or reproduction mantle and tile

EXHIBIT "A"

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1700 S Oxford Ave, LA, CA 90006

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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

Cost \$ 3000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2026

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: \_\_\_\_\_

**EXHIBIT "A"**

**MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS**

**Secretary of the Interior's Standards for Rehabilitation**

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

**Property Maintenance**

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

- a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
- b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
- c. Stagnant water or open excavations.
- d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
- e. Peeling exterior paint or unremoved/uncovered graffiti.
- f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
- g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

**Conditions**

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning  
Historical Property Contracts Program  
200 North Spring Street, Room 559  
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

## HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,  
A MUNICIPAL CORPORATION, AND

LORE LAC SPRING STREET, L.P., a Delaware limited partnership

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE  
HISTORIC-CULTURAL MONUMENT OR  
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

433 S. Spring Street

(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016, by and  
(LEAVE DATE BLANK UNTIL RECORDED)

between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and  
LORE LAC SPRING STREET, L.P., a Delaware limited partnership (hereinafter referred to as the "Owner").

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

- (i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.
- (ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Title Insurance & Trust Co and located at the street address 433 S. Spring Street, Los Angeles, California 90013 (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

- (iii) On August 5, 1988 : (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. 385 pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. 88 - 1340 ); or, (b) The Property was determined to be a Contributing Structure to the NA Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.
- (iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

NOW THEREFORE, City and Owner, in consideration of the mutual covenants and conditions set forth herein, do hereby agree as follows:

**1. Effective Date and Term of Agreement.**

This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

**2. Renewal.**

Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

**3. Standards for Historical Property.**

During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:

- a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
- b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

- c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

#### **4. Provision of Information of Compliance.**

Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

#### **5. Cancellation.**

City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

#### **6. Enforcement of Agreement.**

In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. City does not waive any claim of default by Owner if City does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for in this Agreement or in City's regulations governing historic properties

are available to the City to pursue in the event that there is a breach of this Agreement. No waiver of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

**7. Binding Effect of Agreement.**

The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. City and Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the historic characteristics and significance of the Property for the benefit of the public and Owner.

**8. Notice.**

Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto.

**To City:** Los Angeles Department of City Planning  
200 North Spring Street, Room 559  
Los Angeles, California 90012  
Attn: Historical Property Contracts Manager

**To Owner:** Name LORE LAC SPRING STREET, L.P., a Delaware limited partnership  
Address c/o Rising Realty Partners, 523 W 6th Street, Suite 600  
Los Angeles, CA 90014

**9. General Provisions.**

- a. None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors or assigns, nor

shall such terms, provisions or conditions cause them to be considered joint venturers or members of any joint enterprise.

- b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.
- c. All of the agreements, rights, covenants, reservations and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Property, whether by operation of law or in any manner whatsoever.
- d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.
- e. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be effected thereby.
- f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

**10. Recordation.**

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

**11. Amendments.**

This Agreement may be amended, in whole or in part, only by a written recorded instrument executed by the parties hereto.

**12. Fees.**

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

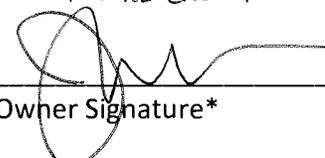
IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: \_\_\_\_\_  
Deputy \_\_\_\_\_ Date \_\_\_\_\_

By: \_\_\_\_\_  
VINCENT P. BERTONI, AICP, Director of Planning LORE LAC SPRING STREET, LP Date \_\_\_\_\_  
BY: LORE LAC SPRING STREET GP, LLC

By:  \_\_\_\_\_ *AV*  
Owner Signature\*  
JOHN W. ENGELOSON, VICE PRESIDENT  
Print Name \_\_\_\_\_ Date 7/29/16

By: \_\_\_\_\_  
Owner Signature\*

\_\_\_\_\_  
Print Name \_\_\_\_\_ Date \_\_\_\_\_

By: \_\_\_\_\_  
Owner Signature\*

\_\_\_\_\_  
Print Name \_\_\_\_\_ Date \_\_\_\_\_

APPROVED AS TO FORM  
MICHAEL N. FEUER, City Attorney

By: \_\_\_\_\_  
Deputy City Attorney, Office of the City Attorney \_\_\_\_\_ Date \_\_\_\_\_

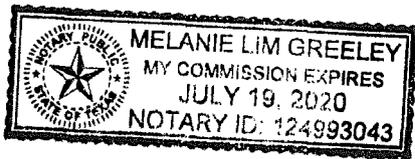
\* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

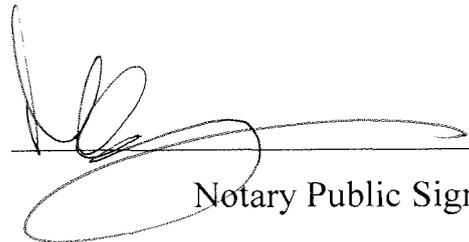
Acknowledgment of Individual

STATE OF TEXAS  
COUNTY OF HARRIS

Before me, Melanie Lim Greeley on this day personally appeared John W. Enerson, 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

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 433 South Spring Street (Currently under Mills Act, new owner)

OWNER(S) OF PROPERTY: LORE LAC SPRING STREET, L.P., a Delaware limited partnership

OWNER(S) MAILING ADDRESS: Rising Realty Partners, 523 West 6th Street, Suite 600, Los Angeles, CA 90014

HOME TELEPHONE: WORK TELEPHONE:

MOBILE TELEPHONE: (213) 595-1311 ALTERNATE TELEPHONE: (213) 550-4887

OWNER(S) EMAIL: rachel.lee@risingrp.com ALTERNATE EMAIL: rachel.lee@risingrp.com

PROPERTY INFORMATION

Legal Description: TRACT: T.I. AND T. CO. PROPERTY BLOCK: NONE Lot: A ARB: None

Assessor Identification Number (AIN): 5149 - 024 - 026 COUNCIL DISTRICT NO.: 14

PROPERTY PURCHASE DATE: 6/9/2016 MOST RECENT ASSESSED VALUE: \$22,029,130.00

OWNER OCCUPIED: YES NO USE: SINGLE-FAMILY DWELLING MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? YES NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? YES NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPARTMENT? YES NO

HISTORICAL SIGNIFICANCE

HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: 385 HCM NAME: Title Insurance and Trust Company Building

CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: HISTORIC PROPERTY NAME:

ORIGINAL CONSTRUCTION DATE: 1928 ARCHITECT(S): John and Donald Parkinson

ARCHITECTURAL STYLE: Art Deco

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Handwritten signature and date 7/29/14

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Handwritten name JOHN W. THORSON

PRINT NAME PRINT NAME

EXHIBIT "A"

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 433 Spring Street

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: Comprehensive systems upgrades, including mechanical, electrical, and plumbing

Cost \$ 13,100,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2018

Description of work: Selective demolition; hazardous materials removal; installation of new mechanical, 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 historic features when possible.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Rehabilitate existing office, retail, and common areas, such as elevators and corridors

Cost \$ 6,200,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2018

Description of work: Retain and preserve extant historic features; new work in previously altered spaces will be contemporary and compatible. Rehabilitation of historic lobby and entrance vestibule, including 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 finishes, including plaster ceilings, travertine walls, marble floors, and wood paneling; new work in previously altered spaces will be contemporary and compatible

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 433 Spring Street

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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 terra cotta, window, & fire escape conservation

Cost \$ 2,400,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2018

Description of work: Hazardous materials removal; repair and cleaning of terra cotta and glazed brick exterior finishes; repair and cleaning of existing windows and fire escapes.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: \_\_\_\_\_

Cost \$ \_\_\_\_\_ (round to nearest dollar)    Contract Year of Proposed Work Completion: \_\_\_\_\_

Description of work:

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: \_\_\_\_\_

Cost \$ \_\_\_\_\_ (round to nearest dollar)    Contract Year of Proposed Work Completion: \_\_\_\_\_

Description of work:

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: \_\_\_\_\_

Cost \$ \_\_\_\_\_ (round to nearest dollar)    Contract Year of Proposed Work Completion: \_\_\_\_\_

Description of work:

**EXHIBIT "A"**

**MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS****Secretary of the Interior's Standards for Rehabilitation**

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

**Property Maintenance**

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

- a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
- b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
- c. Stagnant water or open excavations.
- d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
- e. Peeling exterior paint or unremoved/uncovered graffiti.
- f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
- g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

**Conditions**

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning  
Historical Property Contracts Program  
200 North Spring Street, Room 559  
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

### HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,  
A MUNICIPAL CORPORATION, AND

Billy J. Russell

Ruth E. Russell

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE  
HISTORIC-CULTURAL MONUMENT OR  
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

5863 Tuxedo Terrace

(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016, by and  
(LEAVE DATE BLANK UNTIL RECORDED)

between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and  
Billy J. and Ruth E. Russell (hereinafter referred to as the "Owner").

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

- (i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.
- (ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Gillespie House and located at the street address 5863 Tuxedo Terrace, Los Angeles, California 90068 (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as Exhibit "A", and is incorporated herein by this reference.

- (iii) On August 4, 2015: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. 1094 pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. 15 - 0665); or, (b) The Property was determined to be a Contributing Structure to the N/A Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.
- (iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

NOW THEREFORE, City and Owner, in consideration of the mutual covenants and conditions set forth herein, do hereby agree as follows:

**1. Effective Date and Term of Agreement.**

This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

**2. Renewal.**

Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

**3. Standards for Historical Property.**

During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:

- a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
- b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

- c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

#### **4. Provision of Information of Compliance.**

Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

#### **5. Cancellation.**

City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

#### **6. Enforcement of Agreement.**

In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. City does not waive any claim of default by Owner if City does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for in this Agreement or in City's regulations governing historic properties

are available to the City to pursue in the event that there is a breach of this Agreement. No waiver of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

**7. Binding Effect of Agreement.**

The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. City and Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the historic characteristics and significance of the Property for the benefit of the public and Owner.

**8. Notice.**

Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto.

**To City:**

Los Angeles Department of City Planning  
200 North Spring Street, Room 559  
Los Angeles, California 90012  
Attn: Historical Property Contracts Manager

**To Owner:**

Name

Billy J. and Ruth E. Russell

Address

5863 Tuxedo Terrace

Los Angeles, CA 90068

**9. General Provisions.**

- a. None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors or assigns, nor

shall such terms, provisions or conditions cause them to be considered joint venturers or members of any joint enterprise.

- b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.
- c. All of the agreements, rights, covenants, reservations and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Property, whether by operation of law or in any manner whatsoever.
- d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.
- e. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be effected thereby.
- f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

**10. Recordation.**

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

**11. Amendments.**

This Agreement may be amended, in whole or in part, only by a written recorded instrument executed by the parties hereto.

**12. Fees.**

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

**THE CITY OF LOS ANGELES, a municipal corporation:**

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: \_\_\_\_\_  
Deputy Date

By: \_\_\_\_\_  
VINCENT P. BERTONI, AICP, Director of Planning Date

By: *Billy J. Russell*  
Owner Signature\*  
**Billy J. Russell** 5-27-2016  
Print Name Date

By: *Ruth E. Russell*  
Owner Signature\*  
**Ruth E. Russell** 5-27-2016  
Print Name Date

By: \_\_\_\_\_  
Owner Signature\*  
\_\_\_\_\_  
Print Name Date

**APPROVED AS TO FORM**  
MICHAEL N. FEUER, City Attorney

By: \_\_\_\_\_  
Deputy City Attorney, Office of the City Attorney Date

\* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

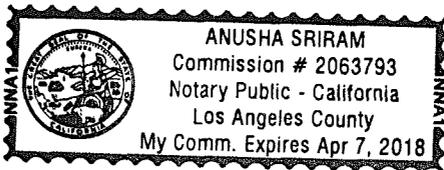
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of LOS ANGELES )  
On 5/27/16 before me, ANUSHA SRIRAM, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer  
personally appeared BILLY J. RUSSELL and RUTH E. RUSSELL  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Historical property contract  
Document Date: 5/27/16 Number of Pages: 6  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

# 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: \_\_\_\_\_  
OWNER(S) EMAIL: karenrussell@yahoo.com ALTERNATE EMAIL: \_\_\_\_\_

## PROPERTY INFORMATION

Legal Description: TRACT: Tract No. 4366 & T1S, R14W BLOCK: N/A & Sec 2 LOT: 13, ptn NE¼ 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  NO  USE:  SINGLE-FAMILY DWELLING MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL  
ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? YES  NA   
TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE?  YES  NO  
ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPARTMENT? YES  NO

## 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 PROPERTY CONTRACT.

<u>Billy J. Russell</u>	<u>2-22-2016</u>	<u>Ruth E. Russell</u>	<u>2-22-2016</u>
OWNER SIGNATURE	DATE	OWNER SIGNATURE	DATE
<u>Billy J. Russell</u>		<u>Ruth E. Russell</u>	
PRINT NAME		PRINT NAME	

EXHIBIT "A"

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 5863 Tuxedo Terrace, Hollywood, CA 90068

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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 wall, walkways and stairs.Cost \$ 12,000.00 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2015Description of work: Lower "Mick Jagger wall" and reset exterior stairs and walkways. Front wall was built too high for privacy when Mick Jagger was at house with L'Wren Scott.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Iron railing in living room.Cost \$ 1,000.00 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2015Description of work: Replicate original fireplace surround per historic photo of living room.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Fish pondCost \$ 10,000.00 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2015Description of work: Restore original pond that had been buried under patio for many years.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: FoundationCost \$ 15,000.00 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2016Description of work: Repair and bolt foundation.

EXHIBIT "A"

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 5863 Tuxedo Terrace, Hollywood, CA 90068

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: HVACCost \$ 12,000.00 (round to nearest dollar)Contract Year of Proposed Work Completion: 2017Description of work: Replace HVAC.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: ChimneyCost \$ 4,000.00 (round to nearest dollar)Contract Year of Proposed Work Completion: 2017Description of work: Re-point chimney and replace hearth bricks.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: RoofCost \$ 35,000.00 (round to nearest dollar)Contract Year of Proposed Work Completion: 2018Description of work: Replace composite roof with wood roof like the original was.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Front wallCost \$ 20,000.00 (round to nearest dollar)Contract Year of Proposed Work Completion: 2020Description of work: Replace cinder block front wall with low stone front wall.

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 5863 Tuxedo Terrace, Hollywood, CA 90068

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, **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

Cost \$ 10,000.00 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2020

Description of work: Install new landscape to replace that which has been lost.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Kitchen

Cost \$ 10,000.00 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2022

Description of work: Restore kitchen cabinets and stove.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Upstairs bathroom

Cost \$ 10,000.00 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2023

Description of work: Restore upstairs bathroom.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Hardwood floors

Cost \$ 30,000.00 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2026

Description of work: Replace thin sanded hardwood floors 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 AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016, by and  
(LEAVE DATE BLANK UNTIL RECORDED)

between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and  
Gregory A. Hampson and Carol Hampson (hereinafter referred to as the "Owner").

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

- (i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.
- (ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Contributing Property and located at the street address 1847 Virginia 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 N/A, N/A: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. N/A pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. N/A - N/A); or, (b) The Property was determined to be a Contributing Structure to the La Fayette Square Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.
- (iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

NOW THEREFORE, City and Owner, in consideration of the mutual covenants and conditions set forth herein, do hereby agree as follows:

**1. Effective Date and Term of Agreement.**

This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

**2. Renewal.**

Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

**3. Standards for Historical Property.**

During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:

- a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
- b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

- c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

#### **4. Provision of Information of Compliance.**

Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

#### **5. Cancellation.**

City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

#### **6. Enforcement of Agreement.**

In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. City does not waive any claim of default by Owner if City does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for in this Agreement or in City's regulations governing historic properties

are available to the City to pursue in the event that there is a breach of this Agreement. No waiver of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

**7. Binding Effect of Agreement.**

The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. City and Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the historic characteristics and significance of the Property for the benefit of the public and Owner.

**8. Notice.**

Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto.

**To City:**

Los Angeles Department of City Planning  
200 North Spring Street, Room 559  
Los Angeles, California 90012  
Attn: Historical Property Contracts Manager

**To Owner:**

Name

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.

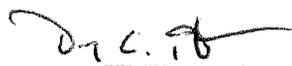
IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

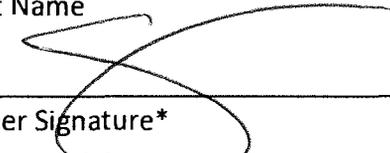
**THE CITY OF LOS ANGELES, a municipal corporation:**

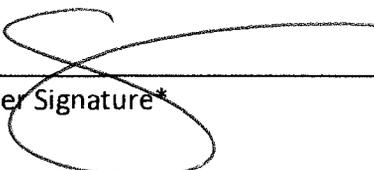
ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: \_\_\_\_\_  
Deputy Date

By: \_\_\_\_\_  
VINCENT P. BERTONI, AICP, Director of Planning Date

By:  5/31/14  
Owner Signature\*  
**Gregory A. Hampson**  
Print Name Date

By:   
Owner Signature\*  
**Carol Hampson** 5/31/14  
Print Name Date

By:   
Owner Signature\*  
Print Name Date

**APPROVED AS TO FORM**  
MICHAEL N. FEUER, City Attorney

By: \_\_\_\_\_  
Deputy City Attorney, Office of the City Attorney Date

\* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )

On May 31, 2016 before me, Jennifer Ingram Rissier, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Gregory A. Hampson and Carol Hampson  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jennifer Ingram Rissier  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 1847 Virginia Road, Los Angeles, CA 90019

OWNER(S) OF PROPERTY: Greg and Carol Hampson

OWNER(S) MAILING ADDRESS: 1847 Virginia Road, Los Angeles, CA 90019

HOME TELEPHONE: (323) 733-1888 WORK TELEPHONE: (323) 533-8999

MOBILE TELEPHONE: (323) 533-8999 ALTERNATE TELEPHONE: (310) 569-4006

OWNER(S) EMAIL: stilltheblank@gmail.com ALTERNATE EMAIL: hambonepdr@gmail.com

PROPERTY INFORMATION

Legal Description: TRACT: 2182/La Fayette Square BLOCK: 8 LOT: 17 ARB:

Assessor Identification Number (AIN): 5071 - 007 - 069 COUNCIL DISTRICT NO.: 10

PROPERTY PURCHASE DATE: 7/2/2012 MOST RECENT ASSESSED VALUE: \$835,748.00

OWNER OCCUPIED: Yes No USE: SINGLE-FAMILY DWELLING MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? YES NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? YES No

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPARTMENT? YES No

HISTORICAL SIGNIFICANCE

HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: HCM NAME:

CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: Lafayette Square HISTORIC PROPERTY NAME: 1847 Virginia Road

ORIGINAL CONSTRUCTION DATE: 1924 ARCHITECT(S): E. H. Merrill

ARCHITECTURAL STYLE: Spanish Colonial Revival

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

Carol Hampson 2/29/16 Digitally signed by Carol Hampson DN: cn=Carol Hampson, o=ou, email=stilltheblank@gmail.com, c=US Date: 2016.02.29 20:30:06 -08'00'

Greg Hampson 2/29/16 Digitally signed by Greg Hampson DN: cn=Greg Hampson, o=ou, email=hambonepdr@gmail.com, c=US Date: 2016.02.29 20:31:26 -08'00'

OWNER SIGNATURE DATE

OWNER SIGNATURE DATE

Carol Hampson

Greg Hampson

PRINT NAME

PRINT NAME

EXHIBIT "A"

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1847 Virginia Road, Los Angeles, CA 90019

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: Indoor Fountain

Cost \$ 7,400 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2014

Description of work: Restore and Repair original working fountain, including original tile. Engaged professional consultation for restoration of tile.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Fountain Room Floors and Walls

Cost \$ 8,400 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2014

Description of work: Remove carpet and paint from concrete floor and iron doors, repair and paint walls. Stain concrete floor.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Fountain Room Windows

Cost \$ 4,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2014

Description of work: Remove 4 vinyl windows and replace with wood windows.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Garage

Cost \$ 3,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2014

Description of work: Replace/Repair water/termite damaged framework and open up original doorway.

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1847 Virginia Road, Los Angeles, CA 90019

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: Master Bedroom and ClosetCost \$ 5,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2014Description of work: Remove 6 Vinyl Windows and Replace with Wood Windows

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Master BedroomCost \$ 4,975 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2014Description of work: Restore termite damaged framework on S. Side of house and remove "popcorn" ceiling. Custom mill original douglas fir moulding to replace termite damage

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Master BedroomCost \$ 6,475 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2014Description of work: Strip and Stain Original Wood Moulding/Doors/baseboards. Remove "Popcorn" Ceiling.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Master BedroomCost \$ 1,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2014Description of work: Restore 4 original wall sconce fixtures

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1847 Virginia Road, Los Angeles, CA 90019

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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 BedroomCost \$ 5,700 (round to nearest dollar)Contract Year of Proposed Work Completion: 2014Description of work: Strip/Stain Wood original wood moulding/door/baseboard; top coat plaster.  
Refinish/Repair original wood floors

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Front Bedroom ClosetCost \$ 5,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2014Description of work: Restore original wood built in. Replace aluminum window with custom built wood window

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Back BedroomCost \$ 1,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2014Description of work: Restore electrical to original sconce placement.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Back BedroomCost \$ 3,500 (round to nearest dollar)Contract Year of Proposed Work Completion: 2014Description of work: Strip/Stain original wood moulding/doors/baseboards. Refinish/Restore original wood floors.

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1847 Virginia Road, Los Angeles, CA 90019

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: Garage

Cost \$ 2,500 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2014

Description of work: Add drains to front of garage and grass side to move water away from structure

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Heater at bottom of stairs

Cost \$ 22,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2014

Description of work: Remove broken heater and replace with 2 updated HVAC units

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Stairwell

Cost \$ 2,500 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2014

Description of work: Strip white paint from banister and remove white carpet and paint from concrete floor. Seal and stain concrete floor

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Dining Room/Butler's Pantry

Cost \$ 1,200 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2015

Description of work: Open up original doorway from butler's pantry into dining room, replace original moulding

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1847 Virginia Road, Los Angeles, CA 90019

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: Upstairs BathCost \$ 3,500 (round to nearest dollar)Contract Year of Proposed Work Completion: 2015Description of work: Remove vinyl window/replace with wood window. Strip and stain original wood moulding and door

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Upstairs BathCost \$ 7,200 (round to nearest dollar)Contract Year of Proposed Work Completion: 2015Description of work: Repair and update faulty plumbing and leak issues.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Upstairs BathCost \$ 18,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2015Description of work: Remove linoleum floor and peeling 70's wall-tile; replace with subway tile.  
Remove and replace oversized 70's fixtures w/claw foot tub, vanity, shower

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Office off of Master BedroomCost \$ 4,500 (round to nearest dollar)Contract Year of Proposed Work Completion: 2016Description of work: Repair termite damaged wood in structure. Replace wood damaged wood moulding and three aluminum windows with wood windows, moulding. Insulate

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1847 Virginia Road, Los Angeles, CA 90019

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: Main Bathroom DownstairsCost \$ 7,500 (round to nearest dollar)Contract Year of Proposed Work Completion: 2016Description of work: Address peeling tiles and leakage issues at tub/shower. Replace/Repair water damaged materials. Insulate. Replace/repair tile.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Main Bathroom DownstairsCost \$ 5,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2016Description of work: Remove layers of linoleum floor and replace with historically accurate floor

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Main Bathroom DownstairsCost \$ 4,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2016Description of work: Replace 2 aluminum louvered windows with wood windows. Strip and stain original wood moulding and doors.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Main Bathroom DownstairsCost \$ 5,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2016Description of work: Remove oversized sink vanity and replace/repair with historically accurate fixtures

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1847 Virginia Road, Los Angeles, CA 90019

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: GarageCost \$ 3,500 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2017Description of work: Address roof and drainage issues at back of structure

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: FoundationCost \$ 4,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2017Description of work: Bolt house to foundation

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Exterior - RoofCost \$ 15,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2017Description of work: Engage services of professional to assess roofing and drainage issues. Address roofing issues

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Exterior Metal AwningsCost \$ 7,500 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2017Description of work: Remove metal awnings not original to house, address issues/repairs as necessary.

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1847 Virginia Road, Los Angeles, CA 90019

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: KitchenCost \$ 2,500 (round to nearest dollar)Contract Year of Proposed Work Completion: 2018Description of work: Consult historical preservation professional to evaluate original kitchen features and layout.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: KitchenCost \$ 15,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2018Description of work: Remove 4 aluminum windows and metal security bars. Repair stucco as needed. Adjust location of windows to original placement and replace with wood windows.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: KitchenCost \$ 10,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2018Description of work: Assess and address termite damage and peeling ceiling. Repair/Replace framing and finish as needed.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Kitchen/Butler's PantryCost \$ 30,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2018Description of work: Install custom historically accurate wood cabinetry throughout

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1847 Virginia Road, Los Angeles, CA 90019

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: KitchenCost \$ 5,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2018Description of work: Patch interior/exterior as needed

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Kitchen/Butler's PantryCost \$ 15,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2018Description of work: Remove layers of linoleum floor and replace with historically comparable material

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Fountain RoomCost \$ 1,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2019Description of work: Restore 2 original screen doors

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Living RoomCost \$ 10,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2019Description of work: Remove set glass arched windows and replace with wood, historically accurate windows.

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1847 Virginia Road, Los Angeles, CA 90019

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: Living RoomCost \$ 2,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2019Description of work: Remove 2 aluminum windows and replace with wood windows

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Family RoomCost \$ 4,500 (round to nearest dollar)Contract Year of Proposed Work Completion: 2019Description of work: Remove 4 Aluminum Windows and replace with wood windows

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Closet OfficeCost \$ 1,500 (round to nearest dollar)Contract Year of Proposed Work Completion: 2019Description of work: Remove 2 louvered windows and replace with wood windows

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Living RoomCost \$ 7,500 (round to nearest dollar)Contract Year of Proposed Work Completion: 2020Description of work: Repair past water damage to ceiling with care to match original plaster finish

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1847 Virginia Road, Los Angeles, CA 90019

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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 Back PorchCost \$ 9,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2020Description of work: Remove aluminum sliding glass door and replace with original details. Engage service of Historical Restoration professional to consult

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Exterior FrontCost \$ 10,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2020Description of work: Assess and address drainage issues at front foundation. Restore as necessary

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: GarageCost \$ 2,500 (round to nearest dollar)Contract Year of Proposed Work Completion: 2020Description of work: Remove block glass window and repair/replace with original details

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Exterior Iron WorkCost \$ 4,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2020Description of work: Remove paint and restore original iron work on windows and gates

EXHIBIT "A"

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1847 Virginia Road, Los Angeles, CA 90019

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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 BedroomCost \$ 4,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2021Description of work: Replace aluminum arched windows with custom wood window to match original window design

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Back BedroomCost \$ 3,500 (round to nearest dollar)Contract Year of Proposed Work Completion: 2021Description of work: Replace 3 aluminum windows with wood windows

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Back Bedroom ClosetCost \$ 6,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2021Description of work: Restore original built in and remove added wood paneling on walls; replace with historically accurate material

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: ExteriorCost \$ 1,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2021Description of work: Engage services of historical preservation professional to advise on original exterior details of house

EXHIBIT "A"

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1847 Virginia Road, Los Angeles, CA 90019

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: ExteriorCost \$ 40,000-60,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2021Description of work: Repair/Re-Stucco exterior of house and garage

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: GarageCost \$ 10,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2022Description of work: Replace Metal Garage Door and Framing with historically accurate door/framing.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Exterior LandscapeCost \$ 15,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2023Description of work: Grade/Landscape front exterior; install sprinkler as needed

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: ExteriorCost \$ 6,000 (round to nearest dollar)Contract Year of Proposed Work Completion: 2023Description of work: Replace front and back exterior doors with historically accurate doors

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1847 Virginia Road, Los Angeles, CA 90019

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: Master Bathroom

Cost \$ 13,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2024

Description of work: Restore/replicate shower tile; repair/replace plumbing issues aluminum window 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 as much as possible in tact.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: \_\_\_\_\_

Cost \$ \_\_\_\_\_ (round to nearest dollar)      Contract Year of Proposed Work Completion: \_\_\_\_\_

Description of work: \_\_\_\_\_

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: \_\_\_\_\_

Cost \$ \_\_\_\_\_ (round to nearest dollar)      Contract Year of Proposed Work Completion: \_\_\_\_\_

Description of work: \_\_\_\_\_

**EXHIBIT "A"**

**MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS****Secretary of the Interior's Standards for Rehabilitation**

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

**Property Maintenance**

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

- a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
- b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
- c. Stagnant water or open excavations.
- d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
- e. Peeling exterior paint or unremoved/uncovered graffiti.
- f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
- g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

**Conditions**

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning  
Historical Property Contracts Program  
200 North Spring Street, Room 559  
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

**HISTORICAL PROPERTY CONTRACT**

BY AND BETWEEN THE CITY OF LOS ANGELES,  
A MUNICIPAL CORPORATION, AND

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 AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016, by and  
(LEAVE DATE BLANK UNTIL RECORDED)  
between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and  
1142 Kensington LLC (hereinafter referred to as the "Owner").

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

- (i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.
- (ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the Wilkes Bungalows and located at the street address 1142, 1142 1/2 & 1144 North Kensington Road, Los Angeles, California 90026 (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as Exhibit "A", and is incorporated herein by this reference.

- (iii) On \_\_\_\_\_ 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 \_\_\_\_\_ Angelino Heights \_\_\_\_\_ Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.
- (iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

NOW THEREFORE, City and Owner, in consideration of the mutual covenants and conditions set forth herein, do hereby agree as follows:

**1. Effective Date and Term of Agreement.**

This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

**2. Renewal.**

Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

**3. Standards for Historical Property.**

During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:

- a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
- b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

- c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

**4. Provision of Information of Compliance.**

Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

**5. Cancellation.**

City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

**6. Enforcement of Agreement.**

In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. City does not waive any claim of default by Owner if City does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for in this Agreement or in City's regulations governing historic properties

are available to the City to pursue in the event that there is a breach of this Agreement. No waiver of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

**7. Binding Effect of Agreement.**

The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. City and Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the historic characteristics and significance of the Property for the benefit of the public and Owner.

**8. Notice.**

Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto.

**To City:**

Los Angeles Department of City Planning  
200 North Spring Street, Room 559  
Los Angeles, California 90012  
Attn: Historical Property Contracts Manager

**To Owner:**

Name

1142 Kensington LLC

Address

131 Jericho Tpke #302

Jericho, NY 11753

**9. General Provisions.**

- a. None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors or assigns, nor

shall such terms, provisions or conditions cause them to be considered joint venturers or members of any joint enterprise.

- b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.
- c. All of the agreements, rights, covenants, reservations and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Property, whether by operation of law or in any manner whatsoever.
- d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.
- e. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be effected thereby.
- f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

**10. Recordation.**

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

**11. Amendments.**

This Agreement may be amended, in whole or in part, only by a written recorded instrument executed by the parties hereto.

**12. Fees.**

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: \_\_\_\_\_  
Deputy Date

By: \_\_\_\_\_  
VINCENT P. BERTONI, AICP, Director of Planning Date

By: [Signature]  
Owner Signature\*

Kathleen Murray, Sole Member 5/10/16  
Print Name of the 1142 Kensington, LLC Date

By: \_\_\_\_\_  
Owner Signature\*

\_\_\_\_\_  
Print Name Date

By: \_\_\_\_\_  
Owner Signature\*

\_\_\_\_\_  
Print Name Date

APPROVED AS TO FORM  
MICHAEL N. FEUER, City Attorney

By: \_\_\_\_\_  
Deputy City Attorney, Office of the City Attorney Date

\* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

Notary Acknowledgement attached  
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

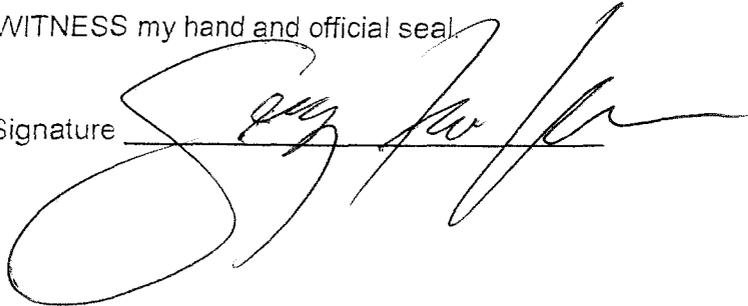
State of California  
County of Los Angeles)

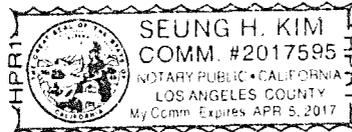
On 05/10/2016 before me, Seung H. Kim (notary public)  
(insert name and title of the officer)

personally appeared Kathleen Murray  
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 



CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 1142, 1142 1/2 & 1144 North Kensington Road, Los Angeles, CA 90026

OWNER(S) OF PROPERTY: 1142 Kensington LLC

OWNER(S) MAILING ADDRESS: 131 Jericho Tpke #302, Jericho, NY 11753

HOME TELEPHONE: WORK TELEPHONE:

MOBILE TELEPHONE: (617) 233-3087 ALTERNATE TELEPHONE:

OWNER(S) EMAIL: 1142kensington@gmail.com ALTERNATE EMAIL:

PROPERTY INFORMATION

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: YES NO USE: SINGLE-FAMILY DWELLING MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? YES NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? YES NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPARTMENT? YES NO

HISTORICAL SIGNIFICANCE

HISTORIC-CULTURAL MONUMENT (HCM)

HCM NUMBER: HCM NAME:

CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ)

HPOZ NAME: Angelino Heights HISTORIC PROPERTY NAME: Wilkes Bungalows

ORIGINAL CONSTRUCTION DATE: 1924 ARCHITECT(S): Frank Kelly, Builder

ARCHITECTURAL STYLE: Eclectic Revival: Craftsman Bungalow

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

OWNER SIGNATURE DATE OWNER SIGNATURE DATE

Kathleen Murray

PRINT NAME PRINT NAME

EXHIBIT "A"

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

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 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

**Foundations**

Building Feature: \_\_\_\_\_

Cost \$ 105,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2016Description of work: **Three bungalows raised and leveled off; original foundations demolished, new piers/foundations dug/poured; all seismically reinforced.**

Maintenance     Rehabilitation/Restoration     Completed     Proposed

**Stairs**

Building Feature: \_\_\_\_\_

Cost \$ 4,770 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2016Description of work: **Three cement staircases poured after predecessors destroyed when foundations replaced.**

Maintenance     Rehabilitation/Restoration     Completed     Proposed

**Paved section of yard between front & rear bungalows.**

Building Feature: \_\_\_\_\_

Cost \$ 4,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2016Description of work: **The paved section of yard between front & rear bungalows was demolished.**

Maintenance     Rehabilitation/Restoration     Completed     Proposed

**Retaining wall and granite**

Building Feature: \_\_\_\_\_

Cost \$ 2,400 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2016Description of work: **Railroad retaining wall added at end of demoed paving; land leveled; granite added.**

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1142, 1142 1/2 & 1144 Kensington Road

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Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Original wood floorsCost \$ 2,600 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2016Description of work: Rehabilitate and refinish floors in two bungalows.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: 1142 1/2: Rehabilitation following foundation replacementCost \$ 2,250 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2016Description of work: Rehabilitate plaster walls; rehabilitate windows to render functionality; paint interior following foundation replacement.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: 1144: Plaster wallsCost \$ 4,250 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2016Description of work: Rehabilitate plaster walls following foundation replacement; paint interior.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: HeaterCost \$ 1,100 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2016Description of work: Broken heater replaced.

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

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 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: Electrical

Cost \$ 2,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2017

Description of work: **Remove knob & tube wiring and replace with new wiring.**

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Gutters

Cost \$ 5,500 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2018

Description of work: **There are NO gutters present, and many warped clapboards because of that fact. Therefore, gutters will be installed all around.**

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Wooden clapboards

Cost \$ 12,000+ (round to nearest dollar)    Contract Year of Proposed Work Completion: 2019

Description of work: **Must get consultation and cost\* to rehabilitate/replace warped clapboards on bungalows/garage caused by lack of gutters. Project will be painted [cost is paint 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 be replaced.**

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1142, 1142 1/2 & 1144 Kensington Road

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Maintenance    Rehabilitation/Restoration    Completed    Proposed

Building Feature: Sewer line

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

Building Feature: Termite remediation

Cost \$ Unknown at this time\* (round to nearest dollar)   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

Building Feature: Area behind rear bungalow

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.**

Maintenance    Rehabilitation/Restoration    Completed    Proposed

Building Feature: Window

Cost \$ 1,800 (round to nearest dollar)   Contract Year of Proposed Work Completion: 2024

Description of work: **Rehabilitate/replace one window in one bungalow.**

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 1142, 1142 1/2 & 1144 Kensington Road

Use this form to propose all preservation work necessary 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: Water heaters

Cost \$ 3,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2024

Description of work: Water heaters (3) at end of life cycle. Require replacement.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Roofs

Cost \$ 9,000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2025

Description of work: Roofs at end of life cycle. Must be fully replaced.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Floors/Plaster

Cost \$ 2,500 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2026

Description of work: When tenant in third unit moves out the floors will need to be refinished and the plaster will need to be rehabilitated as a result of foundation replacement, years ago.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: \_\_\_\_\_

Cost \$ \_\_\_\_\_ (round to nearest dollar)    Contract Year of Proposed Work Completion: \_\_\_\_\_

Description of work: \_\_\_\_\_

**MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS****Secretary of the Interior's Standards for Rehabilitation**

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

**Property Maintenance**

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

- a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
- b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
- c. Stagnant water or open excavations.
- d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
- e. Peeling exterior paint or unremoved/uncovered graffiti.
- f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
- g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

**Conditions**

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning  
Historical Property Contracts Program  
200 North Spring Street, Room 559  
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

## HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,  
A MUNICIPAL CORPORATION, AND

CRAIG EKEDAHL

JAMIE HALLER

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE  
HISTORIC-CULTURAL MONUMENT OR  
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

940 W. KENSINGTON RD.

(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016, by and  
(LEAVE DATE BLANK UNTIL RECORDED)

between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and  
CRAIG EKEDAHL & JAMIE HALLER (hereinafter referred to as the "Owner").

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

WITNESSETH:

- (i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.
- (ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the CONTRIBUTING PROPERTY and located at the street address 940 W. KENSINGTON RD., Los Angeles, California 90026, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

- (iii) On 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 ANGELINO HEIGHTS Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.
- (iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

NOW THEREFORE, City and Owner, in consideration of the mutual covenants and conditions set forth herein, do hereby agree as follows:

**1. Effective Date and Term of Agreement.**

This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

**2. Renewal.**

Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

**3. Standards for Historical Property.**

During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:

- a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
- b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

- c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

**4. Provision of Information of Compliance.**

Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

**5. Cancellation.**

City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

**6. Enforcement of Agreement.**

In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. City does not waive any claim of default by Owner if City does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for in this Agreement or in City's regulations governing historic properties

are available to the City to pursue in the event that there is a breach of this Agreement. No waiver of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

**7. Binding Effect of Agreement.**

The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. City and Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the historic characteristics and significance of the Property for the benefit of the public and Owner.

**8. Notice.**

Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto.

**To City:**

Los Angeles Department of City Planning  
200 North Spring Street, Room 559  
Los Angeles, California 90012  
Attn: Historical Property Contracts Manager

**To Owner:**

Name

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.

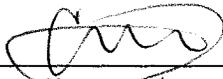
IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

**THE CITY OF LOS ANGELES, a municipal corporation:**

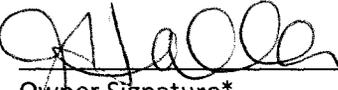
ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: \_\_\_\_\_  
Deputy Date

By: \_\_\_\_\_  
VINCENT P. BERTONI, AICP, Director of Planning Date

By:  5/31/16  
Owner Signature\* Date

**Craig Ekedahl** S/8/16  
Print Name Date

By:  5/31/16  
Owner Signature\* Date

**Jamie Haller** S/8/16  
Print Name Date

By: \_\_\_\_\_  
Owner Signature\*

\_\_\_\_\_  
Print Name Date

*Please see attached acknowledgment*  
AS

**APPROVED AS TO FORM**  
MICHAEL N. FEUER, City Attorney

By: \_\_\_\_\_  
Deputy City Attorney, Office of the City Attorney Date

\* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

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.

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# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

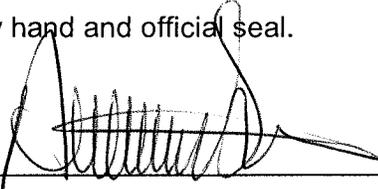
State of California  
County of Los Angeles )

On 05-31 - 2016 before me, Anna Shakaryan, Notary Public  
(insert name and title of the officer)

personally appeared Craig Ekedahl & Jamie Haller,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are  
subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in  
his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 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

MOBILE TELEPHONE: ALTERNATE TELEPHONE: (310) 266-2776

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

OWNER OCCUPIED: YES NO USE: SINGLE-FAMILY DWELLING MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? YES NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? YES NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPARTMENT? YES NO

HISTORICAL SIGNIFICANCE

HISTORIC-CULTURAL MONUMENT (HCM) HCM NUMBER: HCM NAME:

CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ) HPOZ NAME: Angelino Heights HISTORIC PROPERTY NAME:

ORIGINAL CONSTRUCTION DATE: 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 DN: cn=Jamie HALLER, o, ou, email=JAMIE@NSFCLOTHING.COM, c=US 2/29/16

Digitally signed by CRAIG DN: cn=CRAIG, o, ou, email=CRAIG811@GMAIL.COM, c=US 2/29/16

OWNER SIGNATURE DATE jamie haller

OWNER SIGNATURE DATE craig ekedahl

PRINT NAME

PRINT NAME

EXHIBIT "A"

## 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     Completed     Proposed

Building Feature: Foundation replacementCost \$ 50,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2016Description of work: Replace original brick foundation with concrete foundation and partial sister foundation.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Sewer line replacementCost \$ 18000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2016Description of work: Sewer line scoping and replacement from house to street saddle.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Copper pipe replacementCost \$ 15000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2016Description of work: Copper pipe replacement, replacing poorly installed copper pipe and existing galvanized pipe.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Sewer pipe and vent replacementCost \$ 15000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2016Description of work: Replace original cast iron sewer pipes with ABS pipe. Replace aged vents with ABS pipe as needed.

EXHIBIT "A"

## 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     Completed     Proposed

Building Feature: Electrical rewireCost \$ 14,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2016Description of work: Replace original knob and tube and mixed cloth electrical wiring with new romex.  
Remove unpermitted unsafe wiring and replace with new permitted electrical wiring.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Furnace and AC replacementCost \$ 12000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2016Description of work: Original 1907 furnace replaced utilizing existing original cast iron vent grates.  
New venting. 2 systems required.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Aluminum window replacementCost \$ 5000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2016Description of work: Unpermitted noncontributing aluminum slider windows replaced at back of house with custom wood sashes, designed to match original windows. Single pane glass used, original mutton size copied.  
HPOZ approved. Installed by historic window restoration expert Kevin Kuzma

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Partial exterior siding replacement and new exterior paintCost \$ 20,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2016Description of work: Replace termite damaged wood siding and peeling paint with new redwood like kind siding and waterproof with caulking between siding boards. New paint and exterior waterproof primer.

EXHIBIT "A"

## 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     Completed     Proposed

Building Feature: Partial interior replaster as needed to repair cracks from foundation issues and house levelingCost \$ 6,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2016Description of work: Replace and/or patch original plaster as required to fix buckling, cracks, broken plaster.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: wood floor refinish and termite repairCost \$ 13000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2016Description of work: Patch and repair original wood floors to correct termite damage, water damage, buckling caused by damaged foundation with like kind wood. Sand, stain and poly.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Cast iron tub and sink refinishingCost \$ 1800 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2016Description of work: Refinish and restore original cast iron clawfoot tubs (2) and wall hung original apron style sink.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Garage door replacementCost \$ 2,000 (round to nearest dollar)      Contract Year of Proposed Work Completion: 2016Description of work: Replace garage door with steel carriage style vintage inspired bead board garage door.

EXHIBIT "A"

## 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     Completed     Proposed

Building Feature: Interior remodel baths and kitchenCost \$ 40000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2016Description of work: Tile, cabinets, new vanity, refinished tubs, sink, new fixtures, new appliances, new wood countertops. Price does not include updated/replaced copper/sewer.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: hauling/ trash and debris removal/ dumpstersCost \$ 5000 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2016Description of work: House was occupied for last 20 years by a hoarder and it was acquired with stuff left in home. 8 dumpsters were filled in order to remove contents of neglected state in order to commence rehabilitation.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: screen repair, refinish and paintCost \$ 800 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2016Description of work: Restore, refinish and paint original 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: \_\_\_\_\_

EXHIBIT "A"

**MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS****Secretary of the Interior's Standards for Rehabilitation**

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

**Property Maintenance**

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

- a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
- b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
- c. Stagnant water or open excavations.
- d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
- e. Peeling exterior paint or unremoved/uncovered graffiti.
- f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
- g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

**Conditions**

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning  
Historical Property Contracts Program  
200 North Spring Street, Room 559  
Los Angeles, California 90012

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

### HISTORICAL PROPERTY CONTRACT

BY AND BETWEEN THE CITY OF LOS ANGELES,  
A MUNICIPAL CORPORATION, AND

Jonathan Little

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE  
HISTORIC-CULTURAL MONUMENT OR  
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

6711 Whitley Terrace

(L.A.M.C. SECTIONS 19.140, et seq.)

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016, by and  
(LEAVE DATE BLANK UNTIL RECORDED)

between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and  
Jonathan Little (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 Beatrice B. Green Residence and located at the street address 6711 Whitley Terrace, Los Angeles, California 90068, (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan (hereinafter referred to as the "Plan") for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.

- (iii) On March 27, 1992: (a) the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. N/A pursuant to Section 22.171.10 of the Los Angeles Administrative Code (Council File No. 92 - 0235); or, (b) The Property was determined to be a Contributing Structure to the Whitley Heights Historic Preservation Overlay Zone pursuant to Section 12.20.3 of the Los Angeles Municipal Code.
- (iv) City and Owner, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

NOW THEREFORE, City and Owner, in consideration of the mutual covenants and conditions set forth herein, do hereby agree as follows:

**1. Effective Date and Term of Agreement.**

This Historical Property Contract (hereinafter referred to as the "Agreement") shall be effective and commence on the date it is recorded (hereinafter referred to as the "effective date") and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

**2. Renewal.**

Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew the Agreement, Owner or City shall serve written notice of nonrenewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

**3. Standards for Historical Property.**

During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:

- a. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the Plan. Attached hereto, marked as **Exhibit "B"**, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property, which shall apply to such property throughout the term of this Agreement.
- b. Owner shall restore and rehabilitate the property according to the Plan, the rules and

regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.

- c. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the City, County or City and County prior to any new agreement and every 5 years thereafter, and as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

#### **4. Provision of Information of Compliance.**

Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

#### **5. Cancellation.**

City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

#### **6. Enforcement of Agreement.**

In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. City does not waive any claim of default by Owner if City does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for in this Agreement or in City's regulations governing historic properties

are available to the City to pursue in the event that there is a breach of this Agreement. No waiver of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

**7. Binding Effect of Agreement.**

The Owner hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. City and Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the historic characteristics and significance of the Property for the benefit of the public and Owner.

**8. Notice.**

Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto.

**To City:** Los Angeles Department of City Planning  
200 North Spring Street, Room 559  
Los Angeles, California 90012  
Attn: Historical Property Contracts Manager

<b>To Owner:</b>	Name	<u>Jonathan Little</u>
	Address	<u>6711 Whitley Terrace</u> <u>Los Angeles, CA 90068</u>

**9. General Provisions.**

a. None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors or assigns, nor

shall such terms, provisions or conditions cause them to be considered joint venturers or members of any joint enterprise.

- b. Owner agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.
- c. All of the agreements, rights, covenants, reservations and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Property, whether by operation of law or in any manner whatsoever.
- d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.
- e. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be effected thereby.
- f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

**10. Recordation.**

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

**11. Amendments.**

This Agreement may be amended, in whole or in part, only by a written recorded instrument executed by the parties hereto.

**12. Fees.**

Owner agrees to pay any such fees associated with the administration of the Agreement, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

**THE CITY OF LOS ANGELES, a municipal corporation:**

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: \_\_\_\_\_  
Deputy Date

By: \_\_\_\_\_  
VINCENT P. BERTONI, AICP, Director of Planning Date

By: \_\_\_\_\_  
Owner Signature\*

**Jonathan Little**

Print Name Date

By: \_\_\_\_\_  
Owner Signature\* 5/26/16

Print Name Date

By: \_\_\_\_\_  
Owner Signature\*

Print Name Date

**APPROVED AS TO FORM**  
MICHAEL N. FEUER, City Attorney

By: \_\_\_\_\_  
Deputy City Attorney, Office of the City Attorney Date

\* 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 )

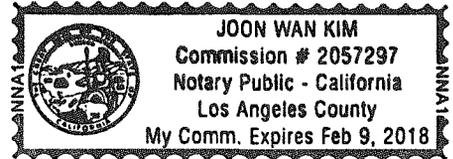
On MAY 26, 2016 before me, Joon Wan Kim Notary Public  
(insert name and title of the officer)

personally appeared JONATHAN LITTLE,  
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 J. K. (Seal)



CITY OF LOS ANGELES

HISTORICAL PROPERTY CONTRACT APPLICATION FORM

OWNER INFORMATION

PROPERTY ADDRESS: 6711 W. Whitley Terrace, Hollywood, CA 90068

OWNER(S) OF PROPERTY: Jonathan Little

OWNER(S) MAILING ADDRESS: 6711 W. Whitley Terrace, Hollywood, CA 90068

HOME TELEPHONE: (323) 821-6860 WORK TELEPHONE: (323) 821-6860

MOBILE TELEPHONE: (323) 821-6860 ALTERNATE TELEPHONE:

OWNER(S) EMAIL: littlelabs@littlelabs.com ALTERNATE EMAIL:

PROPERTY INFORMATION

Legal Description: TRACT: Tract No. 3639, Whitley Heights BLOCK: N/A LOT: 43 ARB: N/A

Assessor Identification Number (AIN): 5575 - 014 - 004 COUNCIL DISTRICT NO.: 4

PROPERTY PURCHASE DATE: 10/14/2011 MOST RECENT ASSESSED VALUE: \$607,286.00

OWNER OCCUPIED: YES NO USE: SINGLE-FAMILY DWELLING MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL

ADDRESSES FOR ALL OTHER PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE NOTED ON A SEPARATE SHEET OF PAPER, LABELED "ATTACHMENT E", AND SUBMITTED WITH THIS APPLICATION? YES NA

TAXES ON ALL PROPERTY OWNED WITHIN THE CITY OF LOS ANGELES ARE PAID TO DATE? YES NO

ARE THERE ANY OUTSTANDING ORDERS TO COMPLY FROM THE LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY OR THE LOS ANGELES HOUSING DEPARTMENT? YES NO

HISTORICAL SIGNIFICANCE

HISTORIC-CULTURAL MONUMENT (HCM) HCM NUMBER: HCM NAME:

CONTRIBUTOR TO A HISTORIC PRESERVATION OVERLAY ZONE (HPOZ) HPOZ NAME: Whitley Heights HISTORIC PROPERTY NAME: Beatrice B. Green Residence

ORIGINAL CONSTRUCTION DATE: 1921 ARCHITECT(S): A. S. Barnes

ARCHITECTURAL STYLE: Spanish Colonial Revival

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR AN HISTORICAL PROPERTY CONTRACT.

OWNER SIGNATURE DATE OWNER SIGNATURE DATE Jonathan Little 2/17/16

PRINT NAME

PRINT NAME

EXHIBIT "A"

## REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 6711 Whitley Terrace, Hollywood, CA 90068

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: Barrel tile roof

Cost \$ 50,000.00 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2017

Description of work: Remove tile roof and replace sub-roof and reinstall original tiles, replacing any broken tiles in kind.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Termite damage

Cost \$ 20,000.00 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2018

Description of work: Repair extensive termite damage after fumigation.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Bedroom ceilings

Cost \$ 10,000.00 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2019

Description of work: Restore damaged original ceilings in bedrooms.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Exterior stucco

Cost \$ 15,000.00 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2020

Description of work: Repair multiple cracks in exterior stucco walls, matching original texture.

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 6711 Whitley Terrace, Hollywood, CA 90068

Use this form to propose all preservation work necessary to rehabilitate the property. In this plan, include all of the expected maintenance, restoration and replacement of historic features on the property, 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: Electrical wiring

Cost \$ 25,000.00 (round to nearest dollar)    Contract Year of Proposed Work Completion: 2021

Description of work: Replace original cloth covered wiring throughout house and upgrade electrical system.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: Servant's quarters.

Cost \$ 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 original railing and balustrade above garages.

Maintenance     Rehabilitation/Restoration     Completed     Proposed

Building Feature: \_\_\_\_\_

Cost \$ \_\_\_\_\_ (round to nearest dollar)    Contract Year of Proposed Work Completion: \_\_\_\_\_

Description of work: \_\_\_\_\_

**MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS****Secretary of the Interior's Standards for Rehabilitation**

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

**Property Maintenance**

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

- a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
- b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
- c. Stagnant water or open excavations.
- d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
- e. Peeling exterior paint or unremoved/uncovered graffiti.
- f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
- g. Other substandard conditions as cited by the Cultural Heritage Commission, the Director of Planning, or the City's Historical Property Contracts Manager.

**Conditions**

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain an historic building. Existing conditions not in conformance with the Secretary of the Interior's Standards, may be required to be removed and the original conditions remedied as part of this contract.