

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

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

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

_____.

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

THIS AGREEMENT is made and entered into this _____ day of _____ 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 _____ and located at the street address _____, Los Angeles, California _____, (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.

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 _____

Address _____

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: _____
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.