

This page is part of your document - DO NOT DISCARD

06 2875172

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
11:01AM DEC 27 2006

TITLE(S) : 30050



FEE Code 00 - 00.00 Code C022 - 001 D.T.T.

CODE
20

CODE
19

CODE
9 Grand Total = \$0.00

Page Count = 13

Assessor's Identification Number (AIN)
To be completed by Examiner OR Title Company in black ink. Number of AIN's Shown

Recording Requested By:
CITY OF LONG BEACH
DEPT. OF PLANNING AND BUILDING

06 2875172

2

When Recorded, Mail To:

OFFICE OF THE CITY ATTORNEY
ATTN: MICHAEL J. MAIS
ASSISTANT CITY ATTORNEY
333 WEST OCEAN BLVD., 11TH FLOOR
LONG BEACH, CALIFORNIA 90802-4664

Free Recording Requested Under Govt. Code §6103

HISTORIC PROPERTY PRESERVATION AGREEMENT
(MILLS ACT)

3

Recording Requested By:
CITY OF LONG BEACH
DEPT. OF PLANNING AND BUILDING

When Recorded, Mail To:

OFFICE OF THE CITY ATTORNEY
ATTN: MICHAEL J. MAIS
ASSISTANT CITY ATTORNEY
333 WEST OCEAN BLVD., 11TH FLOOR
LONG BEACH, CALIFORNIA 90802-4664

HISTORIC PROPERTY PRESERVATION AGREEMENT
(MILLS ACT)

30050

THIS AGREEMENT, entered into this 22nd day of December, 2006, pursuant to a minute order adopted by the City Council on December 19, 2006, by and between the **CITY OF LONG BEACH**, a municipal corporation ("City" herein), and **KEVIN POI AND THOMAS HOEHN**, ("Owner(s)" herein), the owners of a qualified historical property (within the meaning of California Government Code Section 50280.1) located at 4242 Pine Avenue, Long Beach, California 90807 (the Historic Property).

WHEREAS, the City Council of the City of Long Beach is authorized by California Government Code Section 50280 et seq. (known as "the Mills Act") to enter into agreements with the owner(s) of qualified historical properties to provide for appropriate use, maintenance, restoration and rehabilitation so that these historic properties retain their historic characteristics and significance; and

4

WHEREAS, the City Council has approved a policy to use Mills Act agreements to encourage historic restoration, rehabilitation and preservation; and

WHEREAS, the Owners possess fee title in and to that certain qualified historic real property, together with associated structures and improvements thereon, located at 4242 Pine Avenue, Long Beach, California, 90807; Assessor's Parcel No. 7140-001-012, more fully described as follows:

LOT 1, BLOCK 17, OF TRACT NO. 1225, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 20, PAGES 174 AND 175 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

WHEREAS, the property was determined to be a "Qualified Historic Property" as defined in Government Code Section 50280.1, and approved by the Long Beach City Council pursuant to Chapter 2.63 of the Long Beach Municipal Code; and

WHEREAS, the City and Owner, for their mutual benefit, now desire to enter into this Agreement to limit the use of the Historic Property to prevent inappropriate alterations and to ensure that character-defining features are preserved and maintained in an exemplary manner, and to carry out the purposes of California Government Code, Chapter 1, Part 5 of Division 1 of Title 5, Article 12, Sec. 50280 et seq., and to qualify the Historic Property for a reassessment of valuation pursuant to Chapter 3, Part 2 of Division 1 of the provisions of the California Revenue and Taxation Code, and any corresponding adjustment in property taxes resulting therefrom.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants hereinafter set forth, it is agreed between City and Owner as follows:

Section 1. Effective Date and Term of Agreement. This Agreement shall be effective and commence on **December 19, 2006** (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 as provided in California Government Code Section 50280, et seq., and in Section 2, below.

Sec. 2. Renewal or Nonrenewal

A. Each year on the anniversary of the effective date of this Agreement (the "Renewal Date"), an additional one (1) year term shall automatically be added to the initial term of this Agreement unless a written Notice of Nonrenewal ("Notice of Nonrenewal") is served as provided herein.

B. If either the Owner or the City desires in any year not to renew this Agreement, Owner or City shall serve written Notice of Nonrenewal of this Agreement upon the other party. Unless such notice is served by the Owner to the City at least ninety (90) days prior to the annual renewal date, or served by the City to the Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of this Agreement as provided herein.

C. Within fifteen (15) days of receipt by Owner of Notice of Nonrenewal from City, Owner may make and file a written protest of the Notice of Nonrenewal. Upon receipt of such protest, the City Council shall set a hearing prior to the expiration of the renewal date of this Agreement. Owner may furnish the City Council with any information which the Owner deems relevant, and shall furnish the City Council with any information it may require. The City Council may, at any time prior to the annual renewal date of this Agreement, withdraw its Notice of Nonrenewal.

D. If either the City or the Owner serve notice to the other of nonrenewal in any year, this Agreement shall remain in effect for the balance of the term then remaining,

either from its original execution or from the last renewal of this Agreement, whichever may apply.

Sec. 3. Assessment of Valuation. Tax relief afforded to the Owner pursuant to Chapter 3, Part 2, of Division 1 of the California Revenue and Taxation Code will require negotiation with the Los Angeles County Assessor's Office.

Sec. 4. Standards and Conditions. During the term of this Agreement, the Historic Property shall be subject to the following conditions:

A. Owner shall preserve, maintain, and, where necessary, restore or rehabilitate the Historic Property and its character-defining features, notably the general architectural form, style, materials, design, scale, proportions, organization of windows, doors, and other openings, textures, details, mass, roof line, porch and other aspects of the appearance of the exterior of the property to the satisfaction of the City.

B. All changes shall comply with applicable City specific plans, City regulations and guidelines relating to historic preservation, and shall conform to the rules and regulations of the Office of Historic Preservation of the California Department of Parks and Recreation, the United States Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, and the California State Historical Building Code. The Secretary of the Interior's Standards for Rehabilitation shall be incorporated herein by reference and shall constitute the minimum standards and conditions for maintenance, use, and preservation of the Historic Property. Interior remodeling shall retain character-defining features to the greatest extent possible.

C. The City shall be notified by the Owner of changes to character-defining exterior features prior to their execution, whether or not they require a building permit.

7

D. The following are prohibited: Demolition of the house or garage; exterior alterations or additions not in keeping with the standards listed above; dilapidated, deteriorating or unrepaired structures such as fences, roofs, doors, walls and windows; storage of scrap lumber, junk, trash, debris, discarded or unused objects such as cars, appliances or furniture; stagnant water and unfilled excavations; any other device, decoration, structure or vegetation which is unsightly by reason of its height, condition or inappropriate location.

E. Owner shall allow reasonable periodic examination, by prior appointment, of the interior and exterior of the Historic Property by representatives of the County Assessor, the State Department of Parks and Recreation, the State Board of Equalization, and/or the City, as may be necessary to determine the Owner's compliance with the terms and provisions of this Agreement.

Sec. 5. Furnishing of Information. The Owner hereby agrees to furnish the 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.

Sec. 6. Cancellation.

A. The City, following a duly noticed public hearing by the City Council as set forth in Government Code Section 50285, et seq., may cancel this Agreement if it determines that the Owner has 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 qualified Historic Property, or if the City determines that the Owner has failed to restore or rehabilitate the property in the manner specified in Section 4 of this Agreement. If this Agreement is cancelled because of failure of the Owner to preserve, maintain, or rehabilitate the Historic Property as specified above, the Owner shall pay a cancellation fee to the State Controller as set forth by the

8

provisions of Government Code Section 50286, et seq.

B. If the Historic Property is acquired by eminent domain and the City Council determines that the acquisition frustrates the purpose of this Agreement, this Agreement shall be canceled and no fee imposed, as specified in Government Code Section 50286, et seq.

Sec. 7. Enforcement of Agreement.

A. In lieu of and/or in addition to any provisions to cancel this Agreement as referenced herein, the 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, the City shall give written notice to the Owner by registered or certified mail addressed to the address stated in this Agreement of violations of this Agreement. If such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days after the Notice of Violation, or if not corrected within such a reasonable time as may be required to cure the breach or default, or the default cannot be cured within thirty (30) days (provided that acts to cure the breach or default may be commenced within thirty (30) days and shall thereafter be diligently pursued to completion by the Owner), then the 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 the Owner growing out of the terms of this Agreement, including, but not limited to, bringing an action for injunctive relief against the Owner or for such other relief as may be appropriate.

B. The City does not waive any claim of default by the Owner if the 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 the 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 by the City of any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach or default hereunder.

Sec. 8. Binding Effect of Agreement. The Owner hereby subjects the Historic Property located at 4242 Pine Avenue, Long Beach, California, to the covenants, reservations, and restrictions as set forth in this Agreement. The 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 Historic Property. Each and every agreement, contract, deed, or other instrument hereinafter executed, covering or conveying the Historic 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 regardless of whether such covenants, restrictions, and reservations are set forth in such agreement, contract, deed, or other instrument.

Sec. 9. Covenants Run With the Land. 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 the value of the Owner's legal interest in the Historic Property may be affected 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 Historic Property for the benefit of the public and Owner.

Sec. 10. No Compensation. Owner shall not receive any payment from City in consideration of the obligations imposed under this Agreement, it being recognized and agreed that the consideration for the execution of this Agreement is the substantial public benefit to be

derived therefrom and the advantage that will accrue to Owner as a result of the effect upon the assessed value of the property on account of the restrictions on the use and preservation of the property.

Sec. 11. Notice. Any notice required by the terms of this Agreement shall be sent to the address of the respective parties as specified below or at other addresses that may be later specified by the parties hereto:

To City: City of Long Beach, Dept. of Planning and Building
Attention: Historic Preservation Officer
333 W. Ocean Boulevard
Long Beach, CA 90802

To Owner: Kevin Poi and Tom Hoehn
4242 Pine Avenue
Long Beach, CA 90807

Sec. 12. General Provisions.

A. None of the terms, provisions, or conditions of this Agreement shall be deemed to create a partnership between the parties hereto or any of their heirs, successors or assigns, nor shall such terms, provisions, or conditions cause them to be considered joint ventures or members of any joint enterprise.

B. The Owner agrees to and shall hold the City and its elected and appointed officials, agents, and employees harmless from 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 the Owner or those of his contractor, subcontractor, agent, employee or other person acting on his or her behalf which relates to the use, operation, or maintenance of the Historic Property. The Owner hereby agrees to and shall defend the City and its elected and appointed officials, officers, agents, and employees with

11

respect to any and all actions for damages caused by, or alleged to have been caused by, reason of the Owner's activities in connection with the Historic Property.

C. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, and costs of defense incurred, by reason of the operations referred to in this Agreement regardless of whether or not the City prepared, supplied, or approved the plans, specifications or other documents for the Historic Property.

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

E. 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 costs and attorney's fees to be fixed by the Court, in addition to any other relief ordered by the Court.

F. 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 affected thereby.

G. This Agreement shall be constructed and governed in accordance with the laws of the State of California.

Sec. 13. Recordation. No later than twenty (20) days after the parties execute and enter into this Agreement, the City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

12

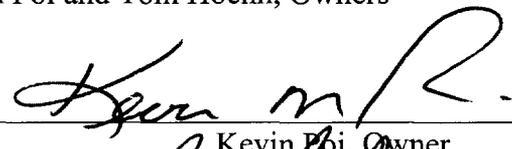
Sec. 14. Notice to State Office of Historic Preservation. The Owner, or an agent of the Owner, shall provide written notice of the existence of this contract to the State Office of Historic Preservation within six (6) months of the execution of this Contract.

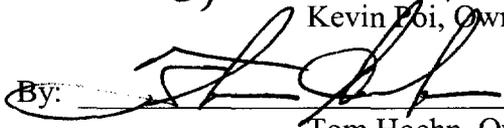
Sec. 15. Notice to County Tax Collector/Assessor. Owner, or an agent for the Owner, shall provide written notice of the existence of this contract to the Los Angeles County Tax Collector and/or the Los Angeles County Tax Assessor to obtain an adjustment in property taxes.

Sec. 16. Amendments. This Agreement may be amended, in whole or in part, only by a written recorded instrument executed by the parties hereto.

IN WITNESS WHEREOF, the City and Owner have executed this Agreement on the day and year written above.

Kevin Poi and Tom Hoehn, Owners

By: 
Kevin Poi, Owner

By: 
Tom Hoehn, Owner

[Attach Notary Acknowledgments]

ACCEPTED BY THE CITY OF LONG BEACH:

By: 
CITY MANAGER
Gerald R. Miller

Approved as to form on DEC 22, 2006.

ROBERT E. SHANNON, City Attorney

By: 
Assistant City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

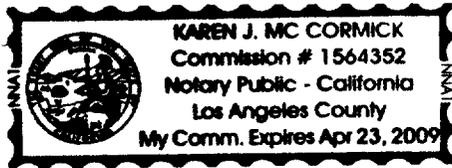
County of Los Angeles } ss.

On 12-27-06, before me, KAREN J. McCORMICK, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Kevin Poi and Tom Hoehn,
Name(s) of Signer(s)

personally known to me

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.



Place Notary Seal Above

WITNESS my hand and official seal.

Karen J. McCormick
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

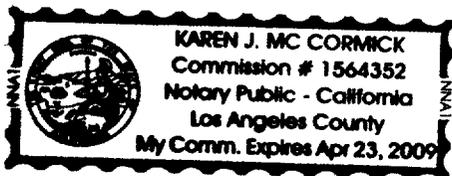
County of Los Angeles } ss.

On 12-22-06, before me, KAREN J. McCORMICK, Notary Public

personally appeared GERALD R. MILLER,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public") Name(s) of Signer(s)

personally known to me

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.



WITNESS my hand and official seal.

Karen J. McCormick
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____