Recording requested by and when recorded mail to:

City Clerk City of Redondo Beach P.O. Box 270 Redondo Beach, CA 90277

HISTORIC PROPERTY PRESERVATION AGREEMENT BETWEEN THE CITY OF REDONDO BEACH AND ; PAMELA SATTLER, TRUSTEE OF THE SATTLER FAMILY TRUST

THIS HISTORIC PROPERTY PRESERVATION AGREEMENT (this "Agreement") is made by and between the CITY OF REDONDO BEACH, a municipal corporation ("City"), ; PAMELA SATTLER, TRUSTEE OF THE SATTLER FAMILY TRUST ("Owner") with reference to the following:

RECITALS

- A. California Government Code Section 50280, et seq. authorizes cities to enter into contracts with the owners of qualified historical property to provide for the use, maintenance and restoration of such historical property so to retain its characteristics as property of historical significance;
- B. Owner holds fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as 519 S Catalina, Redondo Beach, California, (the "Historic Property"). A legal description of the Historic Property is attached hereto, marked as Exhibit "A" and is incorporated herein by this reference;
- C. On October 8, 2025, the Public Amenities Commission of the City of Redondo Beach adopted Resolution No. 2025-10-PA-05 (Exhibit "C") thereby declaring and designating the Historic Property as a landmark pursuant to the terms and provisions of Chapter 4, Title 10 of the Redondo Beach Municipal Code, and subject to the execution and recordation of this Agreement;

- D. City desires to enter into this Agreement for the purpose of protecting and preserving the characteristics of historical significance of the Historic Property;
- E. Owner, in consideration for abiding by the terms of this Agreement, shall be entitled to qualify for a reassessment of valuation of the Historic Property, pursuant to the provisions of Chapter 3, Part 2, of Division 1 of the California Revenue and Taxation Code, and any corresponding adjustment in property taxes resulting therefrom.

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

- 1. <u>Effective Date and Term of Agreement.</u> This Agreement shall be effective and commence on December 16, 2025 ("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 paragraph 2, below.
- 2. Renewal. On each yearly anniversary of the Effective Date of this Agreement (hereinafter referred to as the "renewal date"), an additional one-year term shall automatically be added to the initial term of this Agreement unless a notice of nonrenewal ("Notice of Nonrenewal") is mailed as provided herein. If either Owner or City desires in any year not to renew this Agreement, Owner or City shall serve a written Notice of Nonrenewal upon the other party in advance of the annual renewal date of this Agreement. Such Notice of Nonrenewal shall be effective if served by Owner upon City at least ninety (90) days prior to the annual renewal date, or if served by City upon Owner, such Notice of Nonrenewal shall be effective if served upon Owner at least sixty (60) days prior to the annual renewal date.
- 3. Owner Protest of City Nonrenewal. Within fifteen (15) days of receipt by Owner of a 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. If either City or Owner serves a Notice 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.

- 4. <u>Assessment of Valuation.</u> 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.
- 5. Standards for Historical Property. Owner shall preserve and maintain the Historic Property and its Character Defining Features according to the rules and regulations of the Office of Historic Preservation of the California Department of Parks and Recreation, the U.S. Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, and the City of Redondo Beach Preservation Commission Design Guidelines. Character Defining Features include, but are not necessarily limited to, the general architectural form, style, materials, design, scale, details, mass, roof line, porch, and other aspects of the appearance of the exterior. The Secretary of Interior's Standards for Rehabilitation (attached hereto and marked as Exhibit "B") shall be incorporated herein by reference and constitute the minimum standards and conditions for maintenance, use, and preservation of the Historic Property. Such Standards shall apply to the property throughout the term of this Agreement.
- 6. <u>Periodic Examinations.</u> Owner shall allow reasonable periodic examinations, by prior appointment, of the exterior of the Historic Property by representatives of the County Assessor, State Department of Parks and Recreation, State Board of Equalization, and/or the City, as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.
- 7. <u>Provision of Information of Compliance.</u> 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.
- 8. <u>Cancellation</u>. City, following a duly noticed public hearing, as set forth in California Government Code Sections 50285, 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 qualified historic property. City may also cancel this Agreement if it determines that the Owner has failed to maintain and preserve the Historic Property in accordance with the terms of this Agreement. If this Agreement is cancelled because of failure of the Owner to preserve, maintain, and rehabilitate the Historic Property as specified above, the Owner shall pay a cancellation fee to the state Controller as set forth by the provisions of Government Code Section 50286.
- 9. <u>Destruction.</u> Notwithstanding any provision of this Agreement to the contrary, the Owner may cancel this Agreement without payment of the cancellation fee set forth in Paragraph 8, if the existing single-family residence [the

"Structure"] on the Historic Property is damaged by fire, earthquake, or other Act of God or accidental cause to the extent (1) the then fair market value of said Structure is reduced by 51 percent or more; or (2) 51 percent or more of said Structure's floor area is destroyed or irreparably damaged; or (3) 51 percent or more of the Structure's Character Defining Features are destroyed or irreparably damaged; or (4) that the cost to the Owner (exclusive of insurance proceeds) to restore the Structure to its prior condition would exceed \$10,000.00. If the Owner desires to cancel this Agreement under this Paragraph 9, written notice shall be given to the City within 90 days after such damage or destruction occurs.

In the event the Owner desires to cancel this Agreement due to the circumstances outlined in this Paragraph 9, either party may request a hearing before the City Council to determine (a) the extent of diminution of value, (b) the extent of the damage or destruction to the floor area of said Structure, and/or (c) extent of damage or destruction to the Character Defining Features of the said Structure. The City Council may refer any matter relating to (c) to the Preservation Commission for its findings and recommendations.

10. Enforcement of Agreement. 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 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 date of the notice of violation, or within such a reasonable time as may be required to cure the breach or default (provided that acts to cure the breach or default are commenced within thirty (30) days and thereafter diligently pursued to completion), then City may, without further notice, declare a default under the terms of this Agreement and bring any action necessary to specifically enforce the obligations of 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.

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 by City or any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.

11. <u>Binding Effect of Agreement.</u> The Owner hereby subjects the Historic 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 Historic Property. Each and every 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, reservations and restrictions are set forth in such contract, deed or other instrument.

- 12. <u>Covenants Run With the Land.</u> 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.
- 13. <u>Notices.</u> 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:

City of Redondo Beach 415 Diamond Street

Redondo Beach, Ca. 90277 Attention: City Planner

To Owner:

Pamela Sattler, Trustee of the Sattler Family Trust

16 Empty Saddle Rd,

Rolling Hills Estates, CA 90274

- 14. <u>Effect of Agreement.</u> 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 the parties to be considered joint venturers or members of any joint enterprise.
- 15. <u>Indemnity of City.</u> Owner agrees to protect, defend, indemnify, and shall hold City and its elected officials, officers, agents and employees harmless from liability for claims, loss, proceedings, damages, causes of action, liability, costs or expense,

including reasonable attorney's fees in connection with 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 Historic Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, agents and employees 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 Historic 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 regardless of whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Historic Property.

- 16. <u>Binding Upon Successors.</u> 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.
- 17. <u>Legal Costs.</u> 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.
- 18. <u>Severability.</u> 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.
- 19. <u>Governing Law.</u> This Agreement shall be construed and governed in accordance with the laws of the State of California.
- 20. <u>Recordation.</u> 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.
- 21. <u>Amendments.</u> This Agreement may be amended, in whole or in part, only by a written and recorded instrument executed by the parties hereto.

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CITY OF REDONDO BEACH	OWNER	PLEASE SEE ATTACHED FOR NOTARY'S CERTIFICAT
By	Pamela Sattl Sattler Family	er, Trustee of the Trust
STATE OF CALIFORNIA COUNTY OF LOS ANGELES		
ATTEST:		
Eleanor Manzano, City Clerk		
APPROVED AS TO FORM:		

Joy A. Ford, City Attorney

ACKNOWLEDGMENT

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

State of California County of Los Angeles)			
On 11/24/2025 before me. Shawn Maller, Notary Public (insert name and title of the officer)			
personally appeared <u>Pawela Marsel Sattler</u> , who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.			
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.			
WITNESS my hand and official seal. SHAWN MALLER Notary Public - California Los Angeles County Commission # 2523764 My Comm. Expires Jun 19, 2029 Signature (Seal)			

EXHIBIT "A" LEGAL DESCRIPTION

REDONDO BEACH LOT 6 BLK 189.

EXHIBIT "B"

SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION

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

EXHIBIT "C" HISTORIC DESIGNATION RESOLUTION

RESOLUTION NO. 2025-10-PA-05

RESOLUTION OF THE **PUBLIC AMENITIES** COMMISSION OF THE CITY OF REDONDO BEACH. CALIFORNIA APPROVING A CEQA **EXEMPTION** CERTIFICATE DECLARATION AND Α APPROPRIATENESS FOR REHABILITATION, REPAIR. REMOVAL OF UNPERMITTED SHED, AND TENANT **IMPROVEMENTS OF A LANDMARK PROPERTY AT 519** SOUTH CATALINA AVENUE, PURSUANT TO CHAPTER 4, TITLE 10 OF THE REDONDO BEACH MUNICIPAL CODE.

WHEREAS, at their duly noticed public hearing on May 4, 1994, the City's Preservation Commission approved the designation of the buildings and property located at 519 South Catalina Avenue, Redondo Beach, California, as a local historic "Landmark"; and

WHEREAS, an application was filed by Pam Sattler for a Certificate of Appropriateness to permit the rehabilitation, repair, removal of unpermitted shed, and tenant improvements of the landmarked property at 519 South Catalina Avenue, pursuant to Title 10, Chapter 4 of the Municipal Code; and

WHEREAS, pursuant to Section 10-4.403 of the Redondo Beach Municipal Code, the Public Amenities Commission must evaluate a Certificate of Appropriateness in the case of a landmark for proposed work other than demolition or removal by specific criteria; and

WHEREAS, notice of the time and place of the public hearing for the subject proposal was given pursuant to Section 10-4.402 of the Redondo Beach Municipal Code; and

WHEREAS, on October 8, 2025, the Public Amenities Commission of the City of Redondo Beach held a duly noticed public hearing to consider the application, at which time all interested parties were given an opportunity to be heard and to present evidence.

NOW, THEREFORE, THE PUBLIC AMENITIES COMMISSION OF THE CITY OF REDONDO BEACH, CALIFORNIA, DOES HEREBY FIND AS FOLLOWS:

SECTION 1. Pursuant to Article 2, Chapter 3, Title 10, of the Redondo Beach Municipal Code, the proposed project has been determined to be categorically exempt from the requirements of the California Environmental Quality Act (CEQA), and an exemption declaration to this effect has been prepared and filed.

SECTION 2. As conditioned below, the proposed project conforms to the prescriptive standards adopted by the Public Amenities Commission, inclusive of the Secretary of the Interiors Standards for Rehabilitation; will not detrimentally alter, destroy or adversely affect any exterior improvement or exterior architectural feature; and will retain the essential elements that make the resource significant in that the restoration, repairs, removal of the unpermitted shed, interior remodel, and overall rehabilitation of this landmark property is consistent, compatible, and will maintain the existing style, design, and character defining elements and will ensure this historic resource remains an excellent example of craftsman style architecture as it was originally constructed.

NOW, THEREFORE, THE PUBLIC AMENITIES COMMISSION OF THE CITY OF REDONDO BEACH, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Based upon the findings contained herein, a Certificate of Appropriateness is hereby approved for the proposed rehabilitation and repairs to the landmarked property at 519 South Catalina Avenue, in accordance with the submitted application and plans to the extent specified and represented therein, except as such work may be amended or modified by conditions set forth below.

SECTION 2. As conditioned below, the proposed rehabilitation and repairs will not detrimentally alter, destroy, or adversely affect any exterior improvement or architectural feature of historic significance.

SECTION 3. This Certificate of Appropriateness is approved on the basis of, and shall only be operative with, the applicant's compliance with the conditions listed below. Failure by the applicant or their successors in interest to comply with these conditions shall provide a basis for initiating enforcement proceedings pursuant to Article 7, Chapter 4, Title 10 of the Redondo Beach Municipal Code.

 The approval granted herein is for the rehabilitation, repair, removal of unpermitted shed, and tenant improvements of a landmark property at 519 South Catalina Avenue pursuant to Chapter 4, Title 10 of the Redondo Beach Municipal Code as reflected on the plans and conditions of approval herein reviewed and approved by the Pubic Amenities Commission at its meeting on October 8, 2025.

- 2. No other work is authorized herein. The precise design and architectural treatment of all structures, walls, fences, and landscaping on the property shall not be altered from this approved Certificate of Appropriateness inclusive of all the conditions of approval herein without prior approval of the Public Amenities Commission, Minor Alterations Subcommittee, or Planning Division staff, as appropriate, and issuance of a Certificate of Appropriateness and other necessary permits. If additional work outside of the scope of work identified on the plans and in these conditions of approval is necessary, the applicant shall contact Planning Staff prior to starting any work.
- 3. The Planning Division shall be authorized to approve only minor changes and shall inform the Public Amenities Commission of any such changes.
- 4. The applicant shall comply with all applicable requirements and obtain all necessary permits from the Building Division, Engineering Division, Fire Department, and any other agency with jurisdiction over the project.
- 5. In the event of a disagreement in the interpretation and/or application of these conditions, the issue shall be referred back to the Public Amenities Commission for a decision.
- 6. The Public Amenities Commission shall retain jurisdiction over the matter for the purpose of enforcing these conditions and for the purpose of modification thereof as circumstances may subsequently indicate.
- 7. Work performed shall be verified against plans submitted. If modifications to plans are necessary, amended plans shall be submitted prior to a change occurring, and subject to the approval of the Community Development Department or Minor Alterations Subcommittee as minor alterations, and the Public Amenities Commission, if deemed necessary for major changes.

- 8. Periodic inspections may be scheduled with Planning Division staff to verify compliance with approved plans.
- 9. Subsequent to the issuance of this Certificate of Appropriateness and concurrently with the issuance of subsequently required building permits the property owner is required to submit an Architectural Design Review (ADR Minor) application to the Planning Division for the review and approval of the existing Accessory Dwelling Unit (ADU). Additionally, the ADU will require a separate building permit from this rehabilitation project to be issued by the Building Division.
- 10. Prior to final inspection from the Building Division, the applicant shall schedule an inspection with Planning Department staff to review the completed work for conformance to the Certificate of Appropriateness. Any non-compliance or unauthorized deviations will be grounds for revocation of the Certificate of Appropriateness.
- 11. All repair and restoration efforts are required to comply with the "Secretary of Interior Standards for Rehabilitation" and brought to an "as new" condition.

 Additionally, chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
- 12. Where the existing wood clappard siding cannot be repaired to as new condition, any replacement siding shall be "like for like/match existing" in terms of size/dimensions, color, finish, and materials (wood) that matches the existing wood clapboard siding.
- 13. All new windows are to be "like for like/to match existing" in terms of materials and design (wood, double hung, and in some cases fixed and include the "crisscross" pane design). Windows on the side and rear elevations are permitted to be slightly different in terms of their size and exact locations from existing

windows. If the existing windows along the front elevation cannot be repaired to an as new condition, any new replacement windows along the front elevation are required be custom designed to match the existing windows on both the first and second floor dormer. Additionally, original trim and surrounds inclusive of the existing drip caps, casing trim, sashes, and sills are to be retained when windows are replaced if feasible, otherwise any new replacement trim and surrounds are to replicate the original design and materials inclusive of the existing drip caps, casing trim, sashes, and sills.

- 14. New roofing materials shall closely match the roofing materials on the existing historic structure in size, color, and design.
- 15. New exterior doors, trim and surround molding and thresholds shall match with existing exterior doors. If the existing front door cannot be repaired to an as new condition, a custom front door that replicates the existing front door in terms of materials, design, hardward and surround moldings, trims, and threshold, shall be installed.
- 16. Any project-related maintenance, repair, stabilization, rehabilitation, preservation, conservation, or reconstruction of the property shall be conducted in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitation, Restoring, and Reconstructing Historic Buildings and the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings. The design plans shall revised consistent with these conditions of approval and submitted to the City's Planning Division for their review and approval prior to the issuance of the required building permits.
- 17. That this Certificate of Appropriateness shall become void thirty-six (36) months from the date of final approval, unless a building permit (if required) has been issued and the work authorized by the Certificate has commenced prior to such expiration date and diligently pursued to completion.

FINALLY BE IT RESOLVED, that the Public Amenities Commission forward a copy of this resolution to the City Council and all appropriate City departments and any other interested governmental and civic agencies.

> **Public Amenities Commission Chair** City of Redondo Beach

for Mak

The foregoing resolution was adopted on October 8, 2025 by the following vote:

AYES:

Maroko, Lang, Rowe, Galassi, McCauley

NAYS:

None

ABSENT: Caldwell, Yousufzai

APPROVED AS TO FORM: