

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 ESSMILLER & MAYOTTE TRUST**

THIS HISTORIC PROPERTY PRESERVATION AGREEMENT (this "Agreement") is made by and between the CITY OF REDONDO BEACH, a municipal corporation ("City"), Essmiller & Mayotte 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 517 Garnet St, 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 September 6, 2023, the Preservation Commission of the City of Redondo Beach adopted Resolution No. 2023- 09- PR-03 (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;

4. 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.

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. Periodic Examinations. 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. 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.

8. Cancellation. 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. Destruction. Notwithstanding any provision of this Agreement to the contrary, the Owner may cancel this Agreement without payment of the

11. Binding Effect of Agreement. 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. 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.

13. Notices. 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:                    Essmiller & Mayotte Trust  
   517 Garnet St,  
   Redondo Beach, CA 90277

14. Effect of Agreement. 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.

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

CITY OF REDONDO BEACH

OWNER

By \_\_\_\_\_  
James A. Light Mayor

By \_\_\_\_\_  
Essmiller & Mayotte Trust



STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

ATTEST:

Please see California  
notary certificate  
RDZ  
08-03-2024

\_\_\_\_\_  
Eleanor Manzano, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael W. Webb, City Attorney

EXHIBIT "A"  
LEGAL DESCRIPTION

Redondo Beach W 40 Ft of Lots 1 And Lot 2 Blk 137, County of Los Angeles, State of California, as per map recorded in Book 5, Page 73 of maps, in the office of the County Recorder of Los Angeles County.

EXHIBIT "C"

HISTORIC DESIGNATION RESOLUTION

SECTION 1. Based on the findings contained herein, the Preservation Commission hereby approves the designation of the property at 517 Garnet Street as a local historic landmark.

SECTION 2. As a local historic landmark, the property is subject to the Secretary of Interior's Standards for Rehabilitation and is now considered a cultural resource per the California Environmental Quality Act.

SECTION 3. This historic landmark designation makes the property eligible for a Mills Act Contract which will be subsequently prepared and forwarded to the City Council for review and approval.

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

**CALIFORNIA JURAT WITH AFFIANT STATEMENT**

**GOVERNMENT CODE § 8202**

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1 \_\_\_\_\_

2 \_\_\_\_\_

3 \_\_\_\_\_

4 \_\_\_\_\_

5 \_\_\_\_\_

6 \_\_\_\_\_

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

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

State of California  
 County of Los Angeles

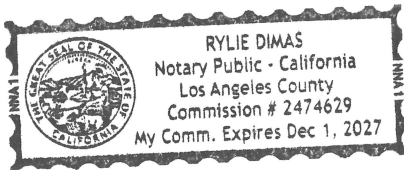
Subscribed and sworn to (or affirmed) before me  
 on this 3<sup>rd</sup> day of August, 2024  
 by \_\_\_\_\_  
Date Month Year

(1) Jessica Mayoche

(and (2) Miles Essmiller),  
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence  
 to be the person(s) who appeared before me.

Signature *Rylie Dimas*  
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: Historic property preservation agreement Document Date: 08-03-2024

Number of Pages: 14 Signer(s) Other Than Named Above: \_\_\_\_\_