



LOS ANGELES CONSERVANCY  
 523 WEST SIXTH STREET, SUITE 1216  
 LOS ANGELES, CA 90014  
 213-623-2489

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FACSIMILE TRANSMITTAL SHEET

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TO: Wes Joe	FROM: Ken Bernstein	
COMPANY: City of West Hollywood	DATE: 09/28/99	
FAX NUMBER: (323) 848-6569	TOTAL NO. OF PAGES INCLUDING COVER: 10	
PHONE NUMBER:	PHONE (213) 623-8477	FAX (213) 623-3909
RE: Piazza del Sol Easement	E-MAIL kbernstein@laconservancy.org	

URGENT    FOR REVIEW    PLEASE COMMENT    PLEASE REPLY    PLEASE RECYCLE

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NOTES/COMMENTS:

RECORDING REQUESTED BY AND MAIL TO

NAME William L. Cotten  
STREET 612 So. Flower St Suite 5  
CITY Los Angeles, Calif 90017

83-1545974

RECORDED IN OFFICIAL RECORDS  
RECORDER'S OFFICE  
LOS ANGELES COUNTY  
CALIFORNIA  
31 MIN. PAST. 11 A.M. DEC 29 1983

Recorders Information:

Recorded at Request of:  
Sunset Investors  
a California limited partnership  
165 Octavia Street  
San Francisco, California 94102

FEE \$ 13<sup>00</sup> 0  
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Upon Recording Return to:  
Sunset Investors  
c/o Westcap Financial Group  
165 Octavia Street  
San Francisco, California 94102

HISTORIC PRESERVATION AND CONSERVATION EASEMENT  
AND  
MAINTENANCE AGREEMENT

SUNSET INVESTORS ("Grantor") hereby grants, conveys, transfers and assigns to the Los Angeles Conservancy, ("Grantee") this Historic Preservation Easement and enters into this agreement to maintain the Historic Building Facade according to the terms and conditions of this Easement and Agreement. This grant is entered into the day and year last set forth opposite the parties signatures below.

ARTICLE 1. RECITALS, WARRANTIES, AND REPRESENTATIONS:

1.01 Grantor is the owner of that certain real property located partially in the City of Los Angeles and partially in the County of Los Angeles, State of California, located at 8439 Sunset Boulevard, Hollywood, California, and more particularly described on that legal description attached hereto as Exhibit A (the "Property").

1.02 Grantor also is the owner of the improvements located upon said parcel of real property, specifically that building commonly referred to as the Coronet Apartments, and previously known as the Hacienda Arms and bearing the same street address. It is the sole and exclusive intent of the parties that this Easement and Agreement shall apply to the Building described above alone and to no other contiguous or adjoining buildings.

1.03 The Building which is the subject matter of this Easement and Agreement was constructed in 1927 as a luxury apartment building. It has historic, artistic and architectural merit for the community in which it is located. It is unique in appearance. It occupies a prime location on the major arterial known world wide as "The Sunset Strip" with a sweeping view of

Los Angeles. It was home to many of Hollywood's most prominent residents. It was designed by the noted Architect, Charles Sherman Cobb, and the building's facade has remained virtually unchanged since its construction. It is an important asset to the area and for the history of Hollywood and Los Angeles.

1.04 The Building has been nominated to the National Register of Historic Places, and is expected to be listed on the National Register. In the event that the building for any reason is not listed on the National Register, then the Grantor, at his option, may make this agreement null and void. In order to preserve the architectural design and character of the exterior of the Building, and in order to preserve for historical purposes the external character of the Building the parties hereto have agreed to create this Easement and enter into this Agreement.

1.05 The Grantee represents and warrants that it is a California non-profit corporation qualified to accept this charitable gift of this Easement, and that the purposes of the Grantee are among others to preserve buildings of the character of the Building, and other structures and sites of historic, architectural and/or cultural significance. Grantee warrants and represents that it is an organization defined in Section 501(c)3 and 509(a)1 of the Internal Revenue Code of the United States of America and that it has received a ruling from the Internal Revenue Service to that extent.

1.06 This grant of the Easement is necessary to protect the Facades and the Building inasmuch as the Property is zoned C-3, which would permit the demolition of the Building and the construction of a larger scale mid rise office building.

1.07 The term "Building" in this agreement refers to the improvements located upon that real property described in Exhibit "A". The term "Facades" refers to the Facades of the Building including its exterior walls and ornamentation and decoration, doors, windows, parapets, cornices, and other attachments, and are identified by photographs attached as Exhibit "B".

Facades defined

## ARTICLE 2: GRANT OF EASEMENT

2.01 In consideration of the sum of \$10.00, Grantor hereby grants, gifts, conveys, transfers and assigns in perpetuity a conservation easement over the Facades of the Building for the purposes stated herein. It is intended that this Preservation Easement shall be a continuing easement in perpetuity and contains those negative and affirmative covenants herein set forth.

Purpose of easement

2.02 This Preservation Easement is created and given by Grantor to preserve the historic, architectural and scenic qualities appurtenant to the Building and Facades, and for no other purposes. Grantee receives no other interest in the Building except as set forth herein, all other interests in and to the

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Building being specifically reserved by the Grantor for itself and its successor and/or assigns, including but not limited to the right to renovate the interior of the Building, the right to develop contiguous parcels, including the right to demolish any buildings on such contiguous parcels and to physically attach any new buildings on such parcels contiguous to the Building and the Facades, as long as the Facades are not damaged or substantially changed thereby.

2.03 Grantor for itself and for its successors and assigns hereby agrees that after the date of recordation hereof that no changes shall be made to the Building's exterior or Facades unless specifically reserved to the Grantor as a power hereunder or unless approved in writing by the Grantee, which approval shall not be unreasonably withheld. The changes which are restricted and prohibited hereby are all changes to the exterior portion of the Facades and include changes to color, design, or materials comprising said Facades. Grantor and its successors and assigns shall not alter, partially remove, make structural changes in or vertical additions to (except as specified herein), add signs or additions to the Facades, add fences (except as necessary for interior renovation or construction of new buildings as permitted hereby) or remove facing materials, parapets, and detailings and ornamentation. Grantor and Grantee acknowledge that on July 18, 1983 a fire occurred in the building which damaged the roof and a portion of the upper floors, as well as a portion of the cast stone detailing on the Facades. Grantor and Grantee agree that it is the intent of the parties that Grantor shall restore the roof and Facades reasonably to their state immediately prior to the fire, which state is depicted by Exhibit B hereto. Grantor shall notify Grantee in writing of any proposed changes or alterations to the Facades, and Grantee shall approve or deny such changes, stating the reasons for any disapproval, within thirty days of receipt of such notice. Failure to respond by Grantee within the above time period shall be deemed to be approval by Grantee of the proposed changes. Standards to be applied in evaluating changes are agreed to be the Secretary of Interior's Standards for rehabilitation of historic buildings.

2.04 Except as specified in Article 3 hereof, neither the Building or the Facades of the Building may be demolished without the prior written consent of the Grantee.

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## ARTICLE 3: MAINTENANCE AGREEMENT

3.01 Grantor covenants that it shall perform the appropriate maintenance on the Facades or such portions of the building which support the Facades as may be required from time to time to preserve their appearances and structural soundness.

3.02 In the event of casualty, wear and tear by the elements, vandalism, or other loss or damage to the Facades no repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the property and to protect public safety shall be undertaken by Grantor without the prior written approval of the work by Grantee, which written approval shall be given as provided in paragraph 2.03 above. However, this paragraph notwithstanding, Grantor shall not be obligated to repair the Facades if in the opinion of qualified professional restoration consultants and engineers the damages to the Building which supports said Facades is such that the Building and the Facades could not reasonably and economically be rebuilt, in which event the Grantor may terminate this Easement. Such qualified restoration consultants and engineers shall be mutually agreeable to Grantor and Grantee. In the event of disagreement, Grantor and Grantee shall each select one consultant and those consultants shall select a third consultant, and the majority decision of those consultants shall prevail. Grantor shall be under no obligation to restore the Facades for damages not covered by insurance unless the Grantor so elects to repair or restore, so long as insurance maintained by Grantor complies with Paragraph 4.05 hereunder. Failure to object pursuant to the notice provisions of this paragraph shall be deemed to be consent to the proposed repairs and alterations.

3.03 The Grantee hereby specifically grants to and authorizes the Grantor and Grantor's successors and assigns the right to make such changes and alterations to the Facades as to make such structural changes as may be required by any governmental body having jurisdiction over the Building and the Facades, and further to make such changes as may be required by local or other building codes, city and county planning, health, safety or fire departments, or as required to bring the structure into conformity with current seismic requirements. Nothing contained in this Agreement shall be interpreted to authorize or permit Grantor to violate any ordinance relating to building materials, construction methods, or use. In the event of any conflict between this agreement and any such ordinance, regulation, or Order, such ordinance, regulation or Order shall prevail and the Grantor shall immediately notify Grantee of such conflict and of the steps being taken to ensure compliance with the ordinance, regulation or Order, and will cooperate with Grantee and the governmental or regulatory body to accommodate the purposes of both this instrument and such ordinance.

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**ARTICLE 4: INSPECTION, INSURANCE, TAXES, CONDEMNATION**

4.01 Grantor covenants that representatives of Grantee shall be permitted to inspect the Facades, and shall be afforded access to the building at reasonable times upon reasonable notice for the purpose of determining conformance with this Conservation Agreement. The Grantee or its successors and or assigns shall periodically, at reasonable intervals, not less frequently than annually, inspect the Facades subject to this Easement and Agreement to monitor and determine compliance herewith. Any discrepancy, breach, or violation herewith or hereof shall be transmitted to Grantor in writing within fourteen days of such inspection.

4.02 The Grantor shall promptly pay all real estate taxes assessed and levied against the Building and the Facades on or prior to the due date, regardless of the status of protests or appeals.

4.03 The Grantor covenants and agrees that it will maintain in force at all times standard fire and liability insurance policies, naming the Grantee as co-insured. The fire policy shall be adequate to provide for reconstruction of the Facades and the liability policy shall provide coverage in the amount of at least \$1,000,000. A certificate of insurance will be delivered by the Grantor to the Grantee.

4.04. In the event that an eminent domain proceeding is filed against a portion of or all of the Property, the Facades, or the Building, the Grantor and the Grantee agree that the Grantee may appear as an additional party in the eminent domain proceedings and may participate fully in the litigation for the purposes of proving and recovering damages caused to the Grantee by the eminent domain action. In such event, Grantee shall be responsible for its own costs, expense, and litigation attorneys fees in the event that Grantee or its successor hires its own counsel. In the event Grantee participates using Grantor or its successors counsel, Grantee shall be responsible only for additional costs, expenses, and legal fees incurred as a result of Grantee's participation. Grantee hereby waives any interest in any proceeds from any taking or condemnation.

**ARTICLE 5: MISCELLANEOUS PROVISIONS****83- 1545974**

5.01 The Grantor covenants that it will indemnify and hold Grantee and Grantee's officers, directors, employees, agents and independent contractors, harmless for any liability, cost, attorney's fees, judgments or expenses, resulting from actions or claims of any nature or kind by third parties arising from defaults under this Preservation Easement and Maintenance Agreement, or arising out of the conveyance of, possession of, or exercise of any right under this Easement and Agreement, excepting any such matter arising solely from the negligent or intentional acts or omissions to act by Grantee and of its employees, officers, agents, directors, and independent

**contractors:**

5.02 It is expressly agreed that this Easement and the terms and covenants of this Agreement, including the warranties, representations, and covenants contained herein, shall survive the recordation of this Grant of Easement. The intent of the parties is that this Easement and Agreement shall be in effect in perpetuity, and that the obligations and rights created hereby shall run with the land as a servitude thereupon. This instrument is intended to be binding upon Grantor and Grantee, and upon their respective successors and assigns, except that the covenants and obligations to be performed by Grantor and its successors and assigns are personally the obligations of Grantor only during such period that it owns the Building and Property. Thereafter such obligations and covenants shall become the obligations of successive Building and Property owners but each prior owner thereof shall be released from any further obligation as of the date of his conveyance of the Building and Property. A person shall not have any obligations under this Agreement after any such person ceases to have any interest in the Property and Building.

5.03 It is expressly agreed that Grantee at its sole discretion may assign this Easement and this Agreement to any agency of the State of California or to any national trust or non-profit organization, or to an agency of the federal government, or to a unit of local government, provided the primary purposes thereof are to continue the preservation of this Historical Preservation Easement and that the recipient of that assignment or grant from Grantee is a qualified Section 501(c)3/501(a)9 organization or has received a ruling from the Internal Revenue Service that it is qualified to accept such a gift, and it is agreed between Grantor and Grantee that Grantee may not assign this Easement to any other organization, person or entity except to such qualifying entities. Any transfer which is prejudicial to the Grantor's maintenance of its charitable contribution and the tax deductions or benefits claimed by Grantor as a result hereof, or which may reduce or eliminate such tax deductions, shall be null and void. Any assignee, transferee, or successive grantee of Grantee shall be bound by all the terms and conditions, and obligated to perform each of the obligations of Grantee hereunder.

5.04 In the event of a violation of any provision of this Easement and Agreement, in addition to any remedies now or hereafter provided by law (including but not limited to California Civil Code Sections 815-816), the Grantee may, following reasonable notice to the Grantor, institute suit for injunctive relief, specific performance, or damages, or may enter upon the Property and the Building including the Facades thereof, to correct any such violation, and in such event may hold the Grantor or the Grantor's successors and assigns then in title responsible for the costs thereof, including reasonable attorney's fees, and such costs, until repaid, shall constitute a lien upon the real property governed by this Easement. The

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exercise by Grantee of one remedy hereunder shall not have the effect of waiving any other remedy, and the failure to exercise any such remedy shall not have the effect of waiving the use of such remedy at any future time.

5.05 Any notice called for herein shall be in writing and shall be mailed postage prepaid by registered or certified mail with return receipt requested, or hand delivered and receipted. If to Grantor then the notice shall be sent to 165 Octavia Street, San Francisco, California 94102, and if to Grantee to Los Angeles Conservancy; 849 S. Broadway, M22; Los Angeles, Calif. 90014. Each party may change its address for purposes of notice from time to time by a notice to such effect in writing to the other party. The failure to serve a change of address notice shall not waive the notice requirement.

5.06 This Easement and Agreement shall be recorded in the County Recorder's Office of Los Angeles County, and copies thereof shall be furnished to the Internal Revenue Service and all other governmental agencies requiring copies hereof in order to protect the charitable gift contemplated hereby.

5.07 The Grantee shall have the right to install a plaque of suitable design, subject to the Grantor's approval, which approval shall not be unreasonably withheld, and which placque shall be not larger than 8" by 12" and which shall be erected on the facade not more than four feet above sidewalk level, at a point easily visible by the public and visible from a public right of way, which plaque may state the name of the architect, the date of construction, and state that the facade is subject to an Historic Preservation Easement held by the Grantee.

5.08 The Grantor acknowledges that the subject matter of this conveyance is a perpetual donation of a preservation and conservation easement to charity.

5.09 The terms of this Agreement shall be construed in accordance with the laws of the State of California and the Internal Revenue Code of the United States of America. This document constitutes the entire Agreement between the parties.

5.10 Should it become necessary for either party to institute legal proceedings to enforce the terms of this Agreement, the prevailing party shall be entitled to its costs and reasonable attorneys' fees.

5.11 In the event of a dispute between the Grantor, his successors or assigns, and the Grantee, concerning any of the terms of this Historic Preservation Easement and Maintenance Agreement, which dispute the parties are unable to resolve, then at the election of either party that dispute shall be submitted to arbitration, according to the rules of the American Arbitration Association. The decision of the arbitrator shall be binding. The attorneys' fees clause of paragraph 5.10 shall also

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be binding upon arbitration proceedings and the arbitrator shall make an award of attorneys' fees for counsel to the arbitration proceedings.

5.12 The Easement and this Agreement shall be construed to promote the preservation of the historic, cultural, architectural, and aesthetic character of the Facades and to conserve their nature according to the terms hereof, while maintaining the usefulness of the Property and the Building to the Grantor or his successors and assigns. With that limitation, this Agreement shall be deemed to be in full force and effect even if any provision hereof shall be determined to be unenforceable or illegal, or contrary to public policy, in which event such provision shall be deemed to be severed from this Agreement and the balance of the Agreement shall remain in full force and effect.

IN WITNESS HEREOF, the parties hereto have entered in this Agreement and the Grantor has executed and caused this Easement to be recorded as provided herein.

GRANTOR:

SUNSET INVESTORS

By Westcap Financial Group  
General Partner

by [Signature]  
its duly elected President

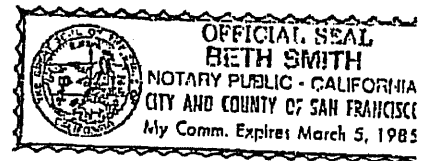
Date of Grantor's Execution: Dec 23 1983

GRANTEE:  
STATE OF CALIFORNIA }  
COUNTY OF San Francisco } SS.

On December 23, 1983, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Steven Hightower, known to me to be the President, and [Signature], known to me to be the Secretary of Westcap Financial Group, the corporation that executed the within instrument and known to me to be the persons who executed the within instrument on behalf of said corporation, said corporation being known to me to be one of the partners of Sunset Investors, the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

[Signature]  
Beth Smith

Name (Typed or Printed)  
Notary Public in and for said County and State



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FOR NOTARY SEAL OR STAMP

CHICAGO TITLE INSURANCE COMPANY CORPORATION PARTNERSHIP

Staple

Staple

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Exhibit A

DESCRIPTION: COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

PARCEL 1:

Lot 501 of Tract 7737, partly within and partly without the City of Los Angeles, as per map recorded in Book 88 Pages 85 to 87 inclusive of Maps, in the office of the county recorder of said county.

EXCEPT therefrom portion described as follows:

Beginning at a point in the Southerly boundary of said Lot 501 distant 0.65 feet west of the Southeast corner thereof; thence North 74°57' East along said Southerly bounday of Lot 501, a distance of 0.65 feet to said Southeast corner thereof; thence North 6°12'50" West, a distance of 120 feet to the Northeast corner of Lot 501; thence South 74°57' West, a distance of 18.42 feet; thence South 14°43'45" East a distance of 118.58 feet, more or less, to the point of beginning.

CORPORATE ACKNOWLEDGMENT

NO. 202

State of California }  
County of Los Angeles } SS.

On this the 17 day of December 1999, before me,

Kathleen V. Donovan  
the undersigned Notary Public, personally appeared

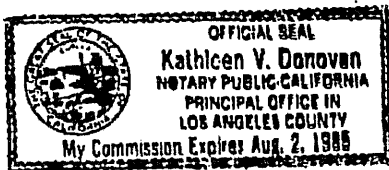
Ruthann Scher

personally known to me

proved to me on the basis of satisfactory evidence to be the person(s) who executed the within instrument as

Executive Director or on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

WITNESS my hand and official seal.



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Notary's Signature