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All compliant submissions may be accessed as follows:

- **“Initial Submissions”**: Compliant submissions received no later than by end of day Monday of the week prior to the meeting, which are not integrated by reference or exhibit in the Staff Report, will be appended at the end of the Staff Report. The Staff Report is linked to the case number on the specific meeting agenda.
- **“Secondary Submissions”**: Submissions received after the Initial Submission deadline up to 48-hours prior to the Commission meeting are contained in this file and bookmarked by the case number.
- **“Day of Hearing Submissions”**: Submissions after the Secondary Submission deadline up to and including the day of the Commission meeting will be uploaded to this file within two business days after the Commission meeting.

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If you have any questions, please contact the Commission Office at (213) 978-1300.

SECONDARY SUBMISSIONS

April 30, 2020

Direct Dial
310.556.7855
Direct Fax
310.843.2655

Email
epaster@glaserweil.com

VIA E-MAIL

Los Angeles Cultural Heritage Commission
200 N. Spring, Suite 525
Los Angeles, CA 90012
chc@lacity.org

Re: Edinburgh Bungalow Court, HCM #1105 - Applicants' Proposed Project, Bad Faith and Unlawful Conduct

Chairman Barron and Commissions:

We write on behalf of our client, BLDG Edinburgh, LLC ("BLDG") regarding Frank Barbano and Jamie Rosenthal Wolf's (together "Applicants") proposed preservation and rehabilitation project at Edinburgh Bungalow Court, HCM #1105 (item number 6 on the Cultural Heritage Commission's (CHC) May 7, 2020, meeting agenda), located at 750-756 ½ Edinburgh ("Property").

The City of Los Angeles ("City") is not enforcing its own rules and regulations that require review by the CHC prior to material alteration of an HCM. Applicants commenced substantial construction, demolition and renovation of the HCM without permits. Although the City was made aware of these violations, work was allowed to continue. Once Applicants finally applied for permits, they were issued without CHC approval and without verification that the work listed on the permit was the work undertaken. Instead, permits are being issued in a piecemeal fashion and there is little oversight as to the impact on the HCM. It is incumbent on the City to inspect the work that has already been done on site to ensure that work taking place at the Property comports with the Los Angeles Administrative Code (LAAC) and the Secretary of Interior's Standards, to approve the future work prior to commencement, and to protect the HCM.

Moreover, the City must require that the public is informed and has a chance to comment on the new project now occurring at the Property. The City approved an Environmental Impact Report (EIR) for total demolition of the buildings at the Property and the CHC approved total demolition of the buildings. What the City has not approved is a preservation and rehabilitation project. The public must be given a chance to review and weigh in on this new project. We respectfully request that the City follow its own rules set forth in the LAAC and that it conduct the proper California Environmental Quality Act (CEQA) analysis for this new project.

1. Background: The Applicants Agreed to Preserve the Property

BLDG is the former owner of Property. As you know, after a five year approval process, on March 3, 2020, the City approved BLDG's plans for demolition of the historic buildings on the Property for the purposes of building eight new modern single family homes. In response to opposition to BLDG's redevelopment plans from two neighbors, however, BLDG entered into a settlement agreement which is linked to the City's approval of BLDG's project whereby BLDG agreed to sell the Property to a preservation buyer so long as the Property's architectural, historic, and cultural features could be preserved and maintained for the benefit of the community. The operative language states:

"As required by law, no permit for any renovation, material alteration, demolition or construction at the Property (the "Construction") can be issued without first obtaining the approval of the Los Angeles City Cultural Heritage Commission after review by the City's Office of Historic Resources. Buyer shall agree to first consult with City Council District 5, or any other City Council Office that represents the area of the Property and provide plans for Construction. Buyer and its successors and assigns shall agree that any construction at the Property shall be for a "Preservation/Rehabilitation Project" and shall comply with the United States Secretary of Interior's Standards as determined by the City's Office of Historic Resources and Cultural Heritage Commission."

Last month, on March 24, 2020, BLDG sold the Property to Applicants on the express condition that Applicants restore and rehabilitate the Property consistent with the Secretary of Interior's Standards and in accordance with applicable local rules and regulations. Prior to the closing of the transaction, BLDG recorded a preservation covenant against the Property to enforce the conditions restricting the future development of the Property. (See Exhibit A "Restrictive Covenant"). The language of the Restrictive Covenant mirrors the language quoted above.

2. The Applicants Acted in Bad Faith by Commencing Demolition Without Any Permits or Approvals from the City.

While BLDG is pleased to have sold the Property to Applicants to preserve the Property and save its historic buildings from demolition, BLDG is concerned that Applicants are not acting in good faith nor in accordance with applicable rules and regulations.

Almost immediately after BLDG transferred the Property to Applicants, Applicants began extensive demolition and renovation of the Property without obtaining any approvals from the City. It appears that Applicants have materially altered several of the Property's character defining features in the process. (See Exhibit B "Photos of Demolition and Renovation at Edinburgh Bungalow Court"). The photos appear to show extensive demolition of interior plaster, removal of interior moldings, demolition of tubs, toilets, cabinets, courtyard planting, and the removal of tree stumps in the right of way without Bureau of Street Services permits. Some of the elements constitute character defining features. In doing so, Applicants totally disregarded the Restrictive Covenant and the protections outlined in LAAC Section 22.171 et. seq, related to the protection of Historic Cultural Monuments. Section 22.171.14 states:

"No permit for the demolition, substantial alteration or relocation of any Monument shall be issued, and no Monument shall be demolished, substantially altered or relocated without first referring the matter to the Commission, except where the Superintendent of Building or the City Engineer determines that demolition, relocation or substantial alteration of any Monument is immediately necessary in the interest of the public health, safety or general welfare."

No such permit was issued by CHC or Los Angeles Department of Building and Safety (LADBS) before Applicants materially altered the Property's character defining features. After commencing work, Applicants eventually pulled several over the counter permits and have applied for other permits, claiming that the scope of the demolition was limited to plaster or other minimal fixes. The pictures in Exhibit A raise serious questions about the scope of the work and make a strong case that work is beyond the scope covered by the permits. Indeed, it appears that significant character defining features have been already demolished, yet the City has taken no action. Applicants' unauthorized alteration of the Property's character defining features is akin to the unlawful actions taken by the developer of the Sunset and Gordon Project (the Old Spaghetti Factory) in Hollywood as discussed further below.

The work was also performed without the approval of other governmental agencies, including the South Coast Air Quality Management District (AQMD) and the Environmental Protection Agency, even though the building was replete with lead based paint and asbestos. Instead of obtaining the necessary approvals to remove those toxic substances, Applicants simply demolished significant portions of the building, spewing toxic substances into the air and putting neighbors at risk.

In addition to unlawfully altering the Property's character defining features, no protections for removal of hazardous material were taken when the demolition and renovation work was performed, putting workers and neighbors in severe danger.

Workers also failed to comply with the basic COVID-19 protections the City has put in place pursuant to Announcement No. 5 (Revised) issued by LADBS. There is an outstanding AQMD investigation into Applicants' unlawful actions.

The above is only a sampling of the unlawful and bad faith actions taken by Applicants in connection with their redevelopment of the Property. Yet, to our knowledge, the City has taken no action to investigate the scope of the work or to ensure that the HCM is being protected. Applicants are only seeking the Commission's approval now in response to BLDG's complaints. Approval, however, should have been sought before the work commenced as opposed to the piecemeal manner in which it is now being sought.

Applicants should not be rewarded for skirting the City's rules and regulation. It is not enough to ask for forgiveness now that work has been happening for weeks and weeks. The City must investigate the site and make sure that the rules and regulations are being followed.

3. The City Must Comply With the Administrative Code and the California Environmental Quality Act.

The City and the Applicants must comply with the LAAC and the California Environmental Quality Act prior to demolition and substantial alteration of the Property. As discussed above, the Applicants have already violated the LAAC in undertaking demolition without receiving the proper clearances. As such, it is imperative that this Commission remedy that oversight now.

The Applicants have violated LAMC Section 22.171.14 because they failed to obtain approvals from the CHC (much less obtaining any permits) prior to commencing demolition and substantially altering the Property. According to the LAMC, the City must determine that the "substantial alternation...complies with the Standards for Rehabilitation approved by the United States Secretary of the Interior" and that the project "protects and preserves the historic and architectural qualities and the physical characteristics that make the site, building or structure a designated Monument." (LAMC Section 22.171.14(a).) The City must also ensure that the substantial alteration complies with CEQA. *Id.*

The agenda for the May 7, 2020 meeting states that the CHC will "Review and Comment on Proposed Rehabilitation Project." There's no action by the CHC agendized; it is merely an informational item in which the Applicants will make a presentation to the CHC. Such presentation does not meet the LAMC's requirement for Commission approval prior to substantial alteration of the buildings, nor does it meet the LAMC's requirements that the historic and architectural qualities of the

buildings be protected. Will the Applicants come back at a future date for CHC action? It is clear that the LAAC requires that it must do so.

The Applicants might argue that their rehabilitation project is covered by the CHC's previous approval of total demolition of the buildings at the Property. This is incorrect. On November 7, 2019, the CHC approved demolition of all of the buildings at the Property for the purpose of developing an eight unit small lot subdivision project. The CHC did not approve partial demolition; the CHC did not ensure that the rehabilitation project would comply with the Secretary of Interior's Standards; the CHC did not ensure that the rehabilitation project would protect and preserve the monument. Thus, the CHC must take further action before any further work at the site is allowed to continue.

This situation is very much like the infamous Hollywood Old Spaghetti Factory (OSF) case. See *La Mirada Avenue Neighborhood Association of Hollywood v. City of Los Angeles* (2015) 2015 WL 5257111. In that case, the City entitlements were premised on the preservation of the façade of the OSF. But, the City issued building permits to allow the demolition and reconstruction of the façade. The court found the issuance of those permits to be in error. Here, the issuance of the entitlements was predicated on BLDG redesigning its project (which redesign was attached to the entitlements) and an agreement to allow a sale to a preservation buyer, so long as the preservation buyer conforms to the Secretary of Interior's Standards and obtains approval from the CHC. Now that a preservation buyer owns the Property, it is incumbent on the City to ensure that the future development conforms to the Secretary of Interior's Standards.

The City must also comply with CEQA, and it should have done so prior to issuance of permits to the Applicants. The City's failure to do so conflicts with the very heart CEQA: to inform the public. *Mira Monte Homeowners Assn. v. County of Ventura* (1985) 165 Cal.App.3d 357; *County of Inyo v. City of Los Angeles* (1977) 71 Cal.App.3d 185. Since it failed to do so, work should be suspended until the proper CEQA clearances are issued. *City of San Jose v. Great Oaks Water Co.* (1987) 192 Cal.App.3d 1005 (city violated CEQA by failing to make determination whether further environmental review was required and the trial court properly dismissed the city's eminent domain proceedings until such determination was made and public hearings could be held).

There is no dispute that the City adopted an EIR to allow the former owner of the Property to "demolish the existing structures on the Project Site, subdivide the parcel into eight lots under Vesting Tentative Tract Map No. 74201 as a Small Lot Subdivision, and develop on each lot a three-story single-family residence, two covered parking spaces, and private patio/yard areas." (EIR, Notice of Availability) What the City did not adopt is an EIR to allow the Applicants to substantially alter the

buildings and to restore and rehabilitate the buildings in the manner which is now proposed¹. That is a completely different project and the proper environmental clearance must be adopted.

Public Resources Code Section 21166 states:

“When an environmental impact report has been prepared for a project pursuant to this division, no subsequent or supplemental environmental impact report shall be required by the lead agency or by any responsible agency, **unless** one or more of the following events occurs:

(a) **Substantial changes are proposed** in the project which will require major revisions of the environmental impact report.

(b) Substantial changes occur with respect to the circumstances under which the project is being undertaken which will require major revisions in the environmental impact report.

(c) **New information**, which was not known and could not have been known at the time the environmental impact report was certified as complete, becomes available.” (Emphasis added.)

At minimum, substantial changes to the project have occurred and new information exists such that the City must make a determination as to whether a subsequent or supplemental EIR is required.

Applicants are proposing a totally different project. The EIR analyzed the total demolition of the structures and construction of an eight unit small lot subdivision project. The renovation project being proposed by Applicants was not analyzed in the EIR. *City of San Jose*, supra. 192 Cal. App. 3d 1005 (agency erred by failing to consider whether change in water provider for project triggered need for subsequent or supplemental EIR). For these same reasons, the circumstances are totally different. This is now a preservation and rehabilitation project, not a new development. Indeed, Applicants’ scope of work - which is still undisclosed at this time - is new information. There is no way that the information about what the Applicants propose and how they propose to conform to the Secretary of Interior’s Standards could have been known at the time of the EIR, since such project was not contemplated. The City must understand exactly what the Project entails and then must analyze that new

¹ At the time that this letter was submitted, no public information was made available that describe the Applicant’s plans.

information. *See Security Environmental Systems Inc. v. South Coast Air Quality Management Dist.* (1991) 229 Cal.App.3d 110 (change in assumptions on which negative declaration was based required that a preparation of a new document that evaluated the impacts based on the new information). At the bare minimum, the City must understand all of the details of the new project and adopt an addendum that covers the new project. 14 Cal. Code Regs. Section 15164; *Friends of College of San Mateo Gardens v. San Mateo County Community College Dist.* (2016) 1 Cal.5th 937.

For all of the reason set forth herein, we respectfully request that the City follow its own rules set forth in the Administrative Code and that it conduct the proper CEQA analysis for this new project.

Elisa Paster

ELISA L. PASTER
of GLASER WEIL FINK HOWARD AVCHEN & SHAPIRO LLP

Enclosures

cc:
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a.hannah@glaserweil.com
lucy.atwood@lacity.org

EXHIBIT A

This page is part of your document - DO NOT DISCARD



20200340720



Pages:
0009

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Recorder's Office, Los Angeles County,
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03/24/20 AT 08:00AM

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PAID:	41.00



LEADSHEET



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010621717

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SECURE - 8:00AM



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CHICAGO TITLE COMPANY
COMMERCIAL DIVISION

127253-994-LT2-KD

Recording requested by
and when recorded mail to:

BLDG Edinburgh LLC,
PO Box 385
Beverly Hills, CA 90213

With a copy to:

Glaser Weil Fink Howard Avchen & Shapiro
LLP
10250 Constellation Blvd., 19th Floor
Los Angeles, CA 90067
Attn: Elisa Paster, Esq.

APN: 5527-013-016
RESERVED FOR RECORDER'S USE

SPACE ABOVE THIS LINE

RESTRICTIVE COVENANT

THIS RESTRICTIVE COVENANT ("**Restrictive Covenant**") is made as of March 20, 2020 by BLDG EDINBURGH LLC, a Delaware limited liability company ("**BLDG**") with the intention that it bind all present and future owners of the Property (defined below) to the terms and conditions set forth below in this Restrictive Covenant.

RECITALS

A. WHEREAS, BLDG is the owner of that certain property located at 750-756 ½ Edinburgh Avenue in the City of Los Angeles (the "**Property**"), as more particularly described by the legal description attached hereto as Exhibit A. The Property includes four buildings consisting of two units each and one building that serves as a garage for the four units.

B. WHEREAS, pursuant the settlement agreement by and between BLDG and Brian Harris and Heather Fox dated August 23, 2019 (Memorandum of Settlement Agreement recorded in the Official Records Recorder's Office, Los Angeles County as instrument No. 20191006107), the minute order dated March 3, 2020 in Los Angeles Superior Court Case No. 20STCV08266 ("**Minute Order**"), and a purchase and sale agreement ("**PSA**"), as set forth in the Minute Order, Seller has agreed to sell to Frank Barbano, an individual (herein, together with its representatives, successors and assigns, referred to as "**Barbano**") and Jamie Wolf, an individual (herein, together with her successors and assigns, referred to as "**Wolf**") (together, Barbano and Wolf are referred to herein as "**Buyers**"), and Buyers have agreed to purchase, the Property.

C. WHEREAS, because of its architectural, historic, and cultural significance, the Property was designated as a Los Angeles Historic-Cultural Monument by the Los Angeles City Council LA on March 2, 2016.

D. WHEREAS, the sale of the Property to Buyer is subject to the condition that the Property be developed only as a Preservation/Rehabilitation Project, which is defined as one that (1) complies with the United Secretary of Interior's Standards as determined by the City of Los Angeles Office of Historic Resources and the City's Cultural Heritage Commission, (2) consists of not more than eight units, and (3) has a total residential floor area that does not exceed 5,689 square feet. For the purposes of this Restrictive Covenant the term "residential floor area" shall have the meaning as set forth in Exhibit B.

E. WHEREAS, the covenants, conditions and restrictions herein constitute valuable consideration that induced BLDG to enter into the Settlement Agreement and BLDG would be harmed if this Restrictive Covenant is violated by Buyers or any future owner of the Property.

F. WHEREAS, BLDG is recording this Restrictive Covenant to enforce certain terms and conditions set forth herein restricting the right to the use, operation and future development of the Property.

G. WHEREAS, the recording of this Restrictive Covenants as an encumbrance on title to the Property, will assist in preserving and maintaining the Property and its architectural, historic, and cultural features for the benefit of the people of the City of Los Angeles, the County of Los Angeles, the State of California and the United States of America.

NOW, THEREFORE, agrees to the following covenants and restrictions to binding on all future owners of the Property.

1. Historic Cultural Monument. The Property is a designated Historic Cultural Monument in the City of Los Angeles (the "**City**") and is subject to the provisions of the Los Angeles Municipal Code and Administrative Code (collectively, the "**Codes**") and the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, as amended from time to time (the "**Secretary's Standards**"). As required under the Codes, no entitlement or permit for any renovation, material alteration, erection of improvements, demolition or construction on the Property ("**Construction**") can be issued without first obtaining the approval of the City's Cultural Heritage Commission after review by the City's Office of Historic Resources.

2. Restrictions on Future Construction. No Construction shall be permitted on the Property without first obtaining written approval of the proposed plans, design and specifications (collectively, the "**Plans**") for such Construction from the City's Council District 5, or any other City Council Office that represents the area where the Property is located. No Construction on this Property shall be permitted for any purpose other than a Preservation/Rehabilitation Project. BLDG has the right to oppose or challenge any entitlements, plans or permitted submitted to the City that violate this Restrictive Covenant.

3. Successors and Assigns; Covenant Runs with the Land. This Restrictive Covenant and the terms, rights, obligations and restrictions contained herein shall inure to the benefit of and be binding upon Buyer, their representatives, heirs, successors and assigns and upon any person acquiring the Property or any portion thereof. The conditions, covenants and restrictions set forth herein shall be deemed to constitute covenants running with the land pursuant to applicable law, including but not limited to, California Civil Code Sections 1462, 1468 and 1471 and shall be binding on Buyers and their successors and assigns for the benefit of BLDG and its successors and assigns.

4. Assignment. BLDG may convey, assign, or transfer this Restrictive Covenant to a not for profit organization qualified under section 501(c)(3) of the Internal Revenue Code whose purpose, among other things, is to promote preservation or conservation of historical, cultural, or architectural resources ("**Preservation Organization**").

5. Duration. The terms, conditions, obligations and restrictions contained in this Restrictive Covenant shall run with the land for a period of twenty (20) years commencing from the date of recording of this Restrictive Covenant and shall be appurtenant to and for the benefit of the Property and shall be a burden on all portions thereof.

6. Termination. BLDG agrees to extinguish this Restrictive Covenant provided that a conservation easement in a form that is acceptable to BLDG and Buyer is executed in favor of a Preservation Organization. BLDG may approve or disapprove such termination in its sole discretion.

7. Commencement. This Restrictive Covenant shall become effective immediately upon recording in the official records of the Los Angeles County Recorder's Office.

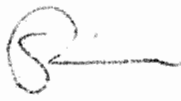
8. Severability. If any terms or provisions of this Restrictive Covenant shall to any extent be invalid or unenforceable, the remainder of this Restrictive Covenant shall not be affected thereby and each term and provision of this Restrictive Covenant shall be valid and enforceable to the extent permitted by law.

9. Construction, Choice of Law and Venue. This Restrictive Covenant and the construction, validity and interpretation hereof, shall be governed by and construed in accordance with the laws of the State of California. The venue of any dispute concerning this Restrictive Covenant shall be in the Los Angeles County.

IN WITNESS WHEREOF, BLDG has executed this Restrictive Covenant as of the day and year first above written.

[Remainder of this page intentionally left blank.
Signatures appear on the following pages.]

BLDG EDINBURGH LLC,
a Delaware limited liability company

By: 
Name: GUY PENINI MATTHEW JACOBS
Title: MANAGER MANAGER

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 March 19, 2020 before me, Francine S. Bromberg, Notary Public
(insert name and title of the officer)

personally appeared Matthew Jacobs and Guy Penini,
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.

Signature Francine S. Bromberg (Seal)

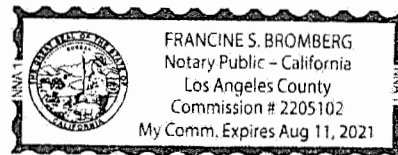


Exhibit A

Legal Description of the Property

Lots 101 and 102 of Tract No. 4891, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 52, Page 57 of Maps, in the Office of the County Recorder of said County.

APN: 5527-013-016

Exhibit B

Definition of Residential Floor Area

FLOOR AREA, RESIDENTIAL. The area in square feet confined within the exterior walls of a residential or non-residential Building on a Lot in an RA, RE, RS, or R1 Zone. Any floor or portion of a floor with a ceiling height greater than 14 feet shall count as twice the square footage of that area. The area of stairways and elevator shafts shall only be counted once regardless of ceiling height. Area of an attic or portion of an attic with a ceiling height of more than 7 feet shall be included in the Residential Floor Area calculation.

Except that the following areas shall not be counted:

1. Required Covered Parking.

(a) The total area of 200 square feet per parking space that is required to be covered, up to a maximum of 400 square feet, shall be exempted from being counted as Residential Floor Area if all of said parking, whether detached or attached, is located in accordance with the following criteria:

(1) Said parking is located within the rear half of the Lot, or at least 55 feet from a Front Lot Line.

(2) On a Through Lot with no Rear Lot Line, said parking is set back from both Front Lot Lines a distance of at least 40 feet.

(b) If the parking that is required to be covered is not located in accordance with Paragraph (a) above, then only 200 square feet shall be exempted from being counted as Residential Floor Area.

(c) In any event, the required parking area exempted from counting as Residential Floor Area by this exception shall be limited to 400 square feet per Lot.

2. Detached Accessory Buildings. Detached Accessory Buildings not exceeding 200 square feet; however, the total combined area exempted of all the Detached Accessory Buildings on a Lot shall not exceed 400 square feet.

3. Lattice Roof Porches, Patios, and Breezeways. Porches, patios, and breezeways that have a Lattice Roof, as defined in this section.

4. Basements. For Lots not located in the Hillside Area or Coastal Zone, any Basement when the Elevation of the upper surface of the floor or roof above the Basement does not exceed 2 feet in height at any point above the finished or natural Grade, whichever is lower.

For Lots located in the Hillside Area, any Basement when the Elevation of the upper surface of the floor or roof above the Basement does not exceed 3 feet in height at any point above the

finished or natural Grade, whichever is lower, for at least 60 percent of the perimeter length of the exterior Basement walls.

For all Lots, the following shall not disqualify said Basement from this exemption:

(a) A maximum of one (1), 20-foot wide depressed driveway with direct access to the required covered parking spaces; and

(b) A maximum of two (2) light-wells which are not visible from a public right-of-way and do not project more than three feet from the exterior walls of the Basement and no wider than 6 feet.

Exhibit B

April 1, 2020

All landscaping, including all courtyard landscaping, removed.



April 1, 2020

Street trees removed.



April 2, 2020

Interior Unit Demolition.



April 2, 2020

Interior Unit Demolition



April 2, 2020

Haul off of interior unit demolition.



April 3, 2020

Unit Interior Demolition



April 4, 2020

Unit Interior Demolition



April 4, 2020

Unit Interior Demolition



April 8, 2020

Kitchen cabinets have been removed



April 8, 2020

Framing and wood working equipment; unit construction



April 8, 2020

Removed trim and moulding



April 8, 2020

Unit interior construction



DAY OF HEARING SUBMISSIONS

CULTURAL HERITAGE COMMISSION ADVANCED CALENDAR
As of May 7, 2020

DATE	CASES	NOTES	PLANNED ABSENCES
5-7-2020	<u>Appointment of Chris Bensinger as the Member-At-Large to the Spaulding Square Historic Preservation Overlay Zone Board for a Four Year Term from May 7, 2020 to May 7, 2024.</u> Motion Required. <u>Edinburgh Bungalow Court, HCM #1105, 750-756-½ North Edinburgh Avenue, CD 5</u> Commission Review and Comment on Proposed Rehabilitation Project. Owners/Applicants: Frank Paul Barbano and Jamie Rosenthal Wolf Representative: Charlie Fisher <u>King Edward Hotel, 117-131 East 5th Street; 455 South Los Angeles Street, CHC-2020-288-HCM, CD 14 (Final Determination)</u> Environmental Case: ENV-2020-289-CE Last Day to Act: 4-21-2020 (60-day extension: 6-20-2020; Tolling Extension:TBD) Owners/Applicants: Liza Brereton c/o AIDS Healthcare Foundation Corp; AOF Bristol 423, LLC Et al. c/o Capital Foresight/ Accounting Dept Preparers: Kate Eggert and Krisy Gosney, GEHPC <u>Woodmere, 420-430 South Bundy Drive, CHC-2020-1883-HCM, CD 11 (Under Consideration)</u> Environmental Case: ENV-2020-1884-CE Date Deemed Complete: 3-18-2020; Last Day to Act: 4-17-2020 (Tolling Extension: TBD) Owner: Cynthia Jopanda, Trustee, Pomer Dec'd Trust Applicant: Hollywood Heritage, Inc. Representatives: Mary Mallory and Laura Meyers		
5-14-2020 (TOUR)			
5-21-2020	<u>1110-1116 South Abbot Kinney Boulevard, HCM #1176, 1110-1116 South Abbot Kinney Boulevard, CD 11</u> Commission Review and Comment on Proposed Rehabilitation Project. Owner/Applicant: Asana Partners Representatives: David Hertz, Studio of Environmental Architecture; Nelson White, SWCA Environmental Consultants		

CULTURAL HERITAGE COMMISSION ADVANCED CALENDAR
As of May 7, 2020

DATE	CASES	NOTES	PLANNED ABSENCES
	<u>Hirschman Flats</u>, 4764-4766 West Dockweiler Street; 1303-1305 South Keniston Avenue, CHC-2020-508-HCM, CD 10 (Final Determination) Environmental Case: ENV-2020-509-CE Last Day to Act: 5-5-2020 (Tolling Extension: TBD) Owner/Applicant: Bronwyn Dawson, Co-Trustee, Cave Canem Trust Representative: Charles J. Fisher <u>Isherwood Bachardy Residence and Studio</u>, 145 Adelaide Drive, CHC-2020-263-HCM (Final Determination) Environmental Case: ENV-2020-264-CE Last Day to Act: 4-21-2020 (60-day extension: 6-20-2020; Tolling Extension: TBD) Owner: Donald J. Bachardy, Trustee, Bachardy Trust Applicant: Katherine Bucknell, The Christopher Isherwood Foundation Preparer: Robert Chattel, Chattel, Inc. <u>Corky's Restaurant and Sign</u>, 5037-5053 North Van Nuys Boulevard, CHC-2020-2789-HCM, CD 4 (Under Consideration) Environmental Case: ENV-2020-2790-CE Date Deemed Complete: 4-24-2020; Last Day to Act: 5-24-2020 (Tolling Extension: TBD) Owner: Fuller Realty Corporation Applicant: Alan Hess <u>Borun House and Garden</u>, 344 South Cliffwood Avenue, CHC-2020-2794-HCM, CD 11 (Under Consideration) Environmental Case: ENV-2020-2795-CE Date Deemed Complete: 4-24-2020; Last Day to Act: 5-24-2020 (Tolling Extension: TBD) Owner/Applicant: Elmer R. Borun, Trustee, Elmer R. Borun Trust Representative: Olivia White, Chattel, Incorporated		
5-28-2020 (TOUR)	<u>Jennie C. Brayton Building (Final Determination)</u> Last Day to Act: 5-5-2020 (Tolling Extension: 6-3-2020) Owner: Applicant: Representative: <u>International Institute of Los Angeles</u>, 435-455 South Boyle Avenue, CHC-2020-899-HCM, CD 14 (Under Consideration) Environmental Case: ENV-2020-900-CE Last Day to Act: Owner: International Institute of Los Angeles		

CULTURAL HERITAGE COMMISSION ADVANCED CALENDAR
As of May 7, 2020

DATE	CASES	NOTES	PLANNED ABSENCES
	Applicant: Vivian Escalante, Boyle Heights Community Partners Representatives: Laura Dominguez; Rosalind Sagara, Los Angeles Conservancy		
6-4-2020	<u>Danziger Studio and Residence</u>, 7001 Melrose (Final Determination) Last Day to Act: 5-19-2020 (Tolling Extension: 6-17-2020) Owner: Applicant: City of Los Angeles <u>Stires Staircase Bungalow Court</u>, 1251-1259 West Sunset Boulevard, CHC-2020-896-HCM, CD 1 (Final Determination) Environmental Case: ENV-2020-897-CE Last Day to Act: 5-19-2020 (Tolling Extension: 6-17-2020) Owner: AYM Investments LLC Applicant: Christine Kantner, Silver Lake Heritage Trust Representative: Angelo Bellomo, Silver Lake Heritage Trust		
6-11-2020 (TOUR)	<u>Woodmere</u>, 420-430 South Bundy Drive, CHC-2020-1883-HCM, CD 11 (Final Determination) Environmental Case: ENV-2020-1884-CE Last Day to Act: 7-21-2020 (Tolling Extension: TBD) Owner: Cynthia Jopanda, Trustee, Pomer Dec'd Trust Applicant: Hollywood Heritage, Inc. Representatives: Mary Mallory and Laura Meyers		
6-18-2020	<u>[HOLD] Bailey House - Case Study House #21</u>, HCM No. 669, 9038 Wonderland Park Avenue, CD 4. Commission Review and Comment on On-going and Proposed Rehabilitation Owner: Allison Sarofim 1990 Management Trust Representatives: Mark Haddawy and Chattel, Inc. Jennie C. Brayton Building (Final Determination) Last Day to Act: 5-5-2020 (Tolling Extension: 6-3-2020) Owner: Applicant: Representative: <u>International Institute of Los Angeles</u>, 435-455 South Boyle Avenue, CHC-2020-899-HCM, CD 14 (Final Determination) Environmental Case: ENV-2020-900-CE Last Day to Act: Owner: International Institute of Los Angeles		

CULTURAL HERITAGE COMMISSION ADVANCED CALENDAR
As of May 7, 2020

DATE	CASES	NOTES	PLANNED ABSENCES
	Applicant: Vivian Escalante, Boyle Heights Community Partners Representatives: Laura Dominguez; Rosalind Sagara, Los Angeles Conservancy		
6-25-2020 (TOUR)			
7-2-2020			
7-9-2020 (TOUR)			
7-16-2020	<u>Point Fermin Light Station</u> (Final Determination) Last Day to Act: 5-5-2020 (60-day ext.: 7-4-2020; Tolling Extension: TBD) Owner: Applicant: Representative: <u>Woodmere</u>, 420-430 South Bundy Drive, CHC-2020-1883-HCM, CD 11 (Final Determination) Environmental Case: ENV-2020-1884-CE Last Day to Act: 7-21-2020 (Tolling Extension: TBD) Owner: Cynthia Jopanda, Trustee, Pomer Dec'd Trust Applicant: Hollywood Heritage, Inc. Representatives: Mary Mallory and Laura Meyers		
7-23-2020 (TOUR)			
8-6-2020	Mills Act Exemption Hearing		
8-13-2020 (TOUR)			
8-20-2020			
8-27-2020 (TOUR)			

CULTURAL HERITAGE COMMISSION ADVANCED CALENDAR
As of May 7, 2020

DATE	CASES	NOTES	PLANNED ABSENCES
9-3-2020			
9-10-2020 (TOUR)			
9-17-2020			
9-24-2020 (TOUR)			
10-1-2020	<u>TENTATIVELY CANCELLED-- PLANNING DAY</u>		
10-8-2020 (TOUR)			
10-15-2020			
10-22-2020 (TOUR)			
11-5-2020			
11-12-2020 (TOUR)			
11-19-2020			
11-26-2020 (TOUR)	<u>CANCELLED - HOLIDAY</u>		
12-3-2020		Commission Holiday Lunch?	
12-10-2020 (TOUR)			
12-17-2020			
12-24-2020 (TOUR)	<u>CANCELLED - HOLIDAY</u>		

ROBERT VECCHIO DESIGNS LLC
963 ¼ N DOHENY DR
WEST HOLLYWOOD, CA 90069
310-739-2800

Los Angeles Historic Preservation and Resources

Re: HCM 1105, Edinburgh Bungalow Courts

Dr Mr. Lambert –

I am writing to express my real concern about the precedent being set with this property. Despite all the promises from Councilman Koretz' office, the new owners, Jaime Wolf and Frank Barbano, made swiss cheese out of it before getting any permits. Tubs, moldings, plaster, cabinets - all sorts of stuff dumped in the courtyard and hauled off starting April 2nd. At first I thought it might be clearing out debris from squatters, but when I saw a bathtub in the courtyard, I knew something was up. Maybe some of the elements removed weren't historic, maybe they were. Who knows - they did it without any oversight from OHR.

As someone who has renovations of HCM and HPOZ properties in neighborhoods around LA, Pasadena, Beverly Hills and West Hollywood, I'd like to know why the rules that I and every other person has to follow with historic renovations no longer applies. When I am running a historic rehab project, we have a qualified architect do a full assessment of the existing building, we review with your office, have an engineer prepare a structural analysis, and so on - BEFORE work begins and BEFORE permits are issued. Why do the same procedures not apply at the Edinburgh property?

This project has cut every corner, and it just isn't right. A proper preservation project takes time and attention to detail. A replica is not the same thing as preservation. I call on the city to enforce its rules. I understand that this is a little hard to do now that these folks have gone ahead and done what they are doing without any review at all, but I fear the precedent set would be very dangerous for preservation practitioners.

Sincerely,



Robert Vecchio
Managing Member
Robert Vecchio Designs LLC

Dear Commissioners,

Character Defining Features is an interesting term. I am not a Historian, Architect nor a Lawyer for that matter. I am the son of a hard working dry cleaner who taught me that regardless of how much money was in my bank account I had honesty and integrity and kindness to others and my choice which together make up my Character...all for free. After reading through the 33 page document provided by Glaser Weil, I must add these reminders to the public record which I am sure will be looked at by many.

Regarding CEQA: I got involved in this preservation effort because back in 2015 under the original ownership of which Ms. Paster is listed as a member of the LLC BLDG Edinburgh, a discretionary project was exchanged for a by-right project which legalized a demolition permit at Edinburgh Bungalow Court. No assurance was initially agreed to that the discretionary project would not be put back into play after Edinburgh Bungalow Court, a historic resource under CEQA, was demolished. (Katherine Hennigan, former legislative director of Councilmember Koretz's office will testify in court to this fact) A document was later produced utilizing the words "at this time" the original project would not arise from the dead. CEQA appeared to be getting the run around aka Piece-Mealing. This is where my passion for justice began. As we all saw, the same original discretionary project which was tabled did indeed arise from the dead during the EIR phase despite Mid City West Neighborhood Council feedback on this design not fitting in with our neighborhood and Edinburgh being potentially historic. Exactly the move I had anticipated. I find it interesting that CEQA is now being brought up by those who seemed to be working around it back in 2015. But I'm just a layperson with an opinion. If CEQA is not being followed in the current situation, please make that known because if so it is unintentional. CEQA is something I and other preservationists fight for strongly regardless of ownership.

Regarding Demolition: One term that came up at Planning Commission during one of the failed appeals for the demolition/redevelopment of 750 N. Edinburgh Ave. was demolition by neglect. As an adjacent neighbor who lived through these demolition by neglect years which followed the HCM designation, I can tell you that demolition by neglect is real. Demolition by asbestos abatement is a real possibility too. As mentioned before, a week long asbestos abatement was asked for by the previous ownership in September 2015 after full demolition was halted (also something Ms. Hennigan will testify to). A full kitchen floor was demolished during this time. Holes were put into roofs under this abatement. What else was demolished during this time? Few people were ever allowed on the property in the years that followed and not providing disclosures became a negotiation during the forced sale at Superior Court on March 3, 2020 so there are many unsolved mysteries at Edinburgh Bungalow Court. Demolition by squatters, homeless and drug dealers perhaps also occurred during these years. Graffiti definitely did. Rain came into these units. Doors were kicked in. Garage fires set. And until the last day a garage bay was consistently left open with no plywood covering despite Mr. Barbano and Ms. Wolf paying BLBG for security of the property. I would hedge my bets that more demolition has occurred at the hands of the previous owners and uninvited residents than at the hands of the new owners. What is considered clean up and what is considered demolition? Similar to the Secretary of Interior Standards: it's subjective and determined by the reviewer. Remember the intentions of each ownership. One's goal was to completely demolish. The other was a purchase

with a covenant that bound them to a Secretary of Interior Standards restoration. If you feel there is demolition that has occurred more recently please just ask the current ownership for a tour and I am sure this point of contention will be remedied.

Regarding Tree Stumps and Landscaping Removal: Wow. Tree stumps, seems like a stretch but ok. The tree stumps in the parkway were a result of 2 palm trees that were taken out by the previous ownership and the City of LA on March 3, 2020. If the current ownership did take the stumps out, this act of kindness has saved the City from lawsuits of passersby and I'm sure Mr. Barbano will accept a thank you from anyone at the City level who is grateful. And if a permit was necessary, if he did indeed do this, then he will I'm sure remedy this item. I continually cleaned up this very parkway during the 4 years of neglect and I will definitely be thanking him if he is the generous person at hand. Also to note, all the mature landscaping was taken out on the front westward facing yard of Edinburgh under the previous ownership just in time for the property to hit the market. I wonder if there were permits needed? Despite the agreement/contract to have the property put up for sale for the 6 month sale period, we were not consulted on their beautification plan during the sale period. A breach notice for debris is available upon request.

Asbestos/AQMD: BLDG did asbestos abatement in 2015 and supposedly again in March 2020 per AQMD records. BLDG specifically asked for asbestos removal time as part of the sale negotiation on March 3, 2020 before a judge. See the photos including the one of a facebook back and forth with someone named David Wright who knows the former owners. To quote Shakespeare, "Something is rotten in the state of Denmark." The new owners have completed an asbestos survey and will be remediating accordingly. Feel free to ask questions.

The Meyer: Another HCM owned previously by some or all of the BLDG LLC investors received a condo conversion by the City when the vacancy rate was below 5% as well as non-public meetings regarding it's Secretary of Interior Standards Preservation Plan. Sylvie Shain may speak more to these comments. I find these interesting if indeed true.

Agreement: According to the Agreement that BLDG signed with me under letter (h) Subject to a new buyer's compliance with the terms of the Disclosure to Buyer set forth above, Owner shall not oppose or challenge, directly or indirectly, a Buyer's Preservation/Rehabilitation Plan.

In my humble opinion Ms. Paster who was an owner with her clients are not allowed to be weighing in on this meeting. All cases and complaints that I can see on the LADBS website have been closed and there are no violations by the current owners. Has compliance been breached? Where is the proof? Pictures of a toilet in the yard, cabinets missing after 4 years of neglect and vagrant occupancy and secrecy? Seriously? No where does this agreement say clean up is not allowed. This is just the humble opinion of a layperson. In closure, thank you for your consideration of the entire picture at Edinburgh Bungalow Court and for considering the Preservation Plan of the new owners. If this situation continues to play out in a court of law between new and old owners you can bet that it will be interesting. Get your popcorn ready. Character Defining Features will be at the core of the jury discussion. I have a whole Council File and rolodex of people to weigh in on the subject.
Sincerely, Brian Harris

Terms continued:

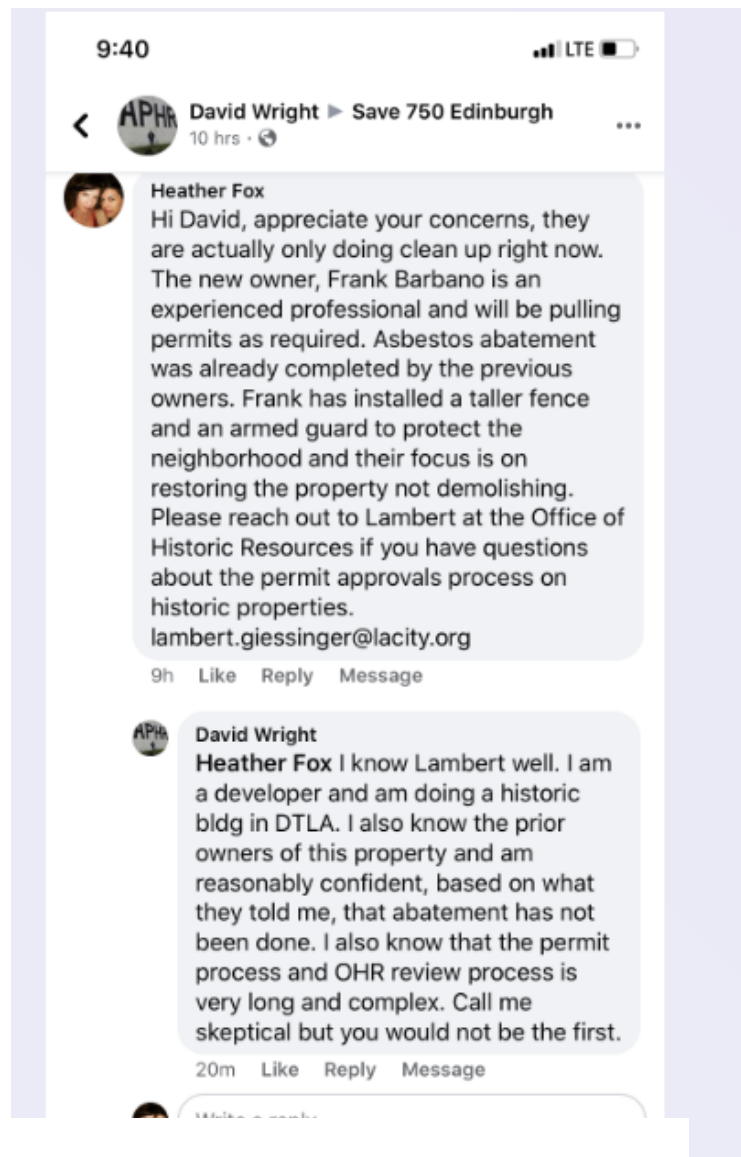
- 4) There are no inspection or other contingencies to the Purchase Agreement.
- 5) The Purchase Agreement can only be terminated upon written consent of both Buyer and Seller.
- 6) Buyers initial deposit of \$141,000.00 is non-refundable and shall be paid directly to seller by wire transfer on Monday, March 2 by 11 am PST.
- 7) Buyers may perform a site visit and/or inspect the property upon execution of an indemnification/assumption of risk agreement. Nothing discovered as a result of such a site visit or inspection shall permit Buyers to cancel this agreement.
- 8) Seller shall pay the previously agreed-upon discounted real estate commission from escrow proceeds and shall have no other financial obligations with respect to the sale. Buyers shall pay all other costs, fees or expenses related to the sale including, but not limited to, disclosure reports, escrow fees, title insurance policies, transfer taxes, transfer fees or any other costs, fees or expenses incurred in escrow.
- 9) Buyers acknowledge that the property has been vacant for many years, was never occupied by Seller, is not in a habitable condition, and that Seller does not have sufficient knowledge about the property to make any of the disclosures identified in the Purchase Agreement or provided by law. Buyers expressly disclaim any requirement by Seller to make any disclosures concerning the property, and Buyers covenant not to sue Seller or assert any claim against Seller concerning disclosures related to the property. This provision is a material term of this counter-offer, and Buyers acknowledge that Seller is relying upon this provision in making this counter-offer and would not make this counter-offer absent this provision.
- 10) Seller has previously paid funds to the City of Los Angeles and others in connection with development efforts for the property. Upon close of escrow, Seller will request a refund of those funds. Buyer agrees to cooperate with that request, and agrees that any refunded funds belong to Seller.
- 11) Purchase transaction cannot be assigned to another party.
- 12) Purchase is subject to the restoration covenant in the recorded memo.

(f) "Disclosure to Buyer" shall be provided to any future buyers and shall be recorded with the Los Angeles County Recorder immediately prior to the sale of the Property to a third party buyer identified in the Sales Period:

"The Property is a designated Historic Cultural Monument in the City of Los Angeles and is subject to the provisions of the Los Angeles Municipal Code and Administrative Code. As required by law, no permit for any renovation, material alteration, demolition or construction at the Property (the "Construction") can be issued without first obtaining the approval of the Los Angeles City Cultural Heritage Commission after review by the City's Office of Historic Resources. Buyer shall agree to first consult with City Council District 5, or any other City Council Office that represents the area of the Property and provide plans for Construction. Buyer and its successors and assigns shall agree that any construction at the Property shall be for a "Preservation/Rehabilitation Project" and shall comply with the United States Secretary of Interior's Standards as determined by the City's Office of Historic Resources and Cultural Heritage Commission. For the purposes of this Agreement, a "Preservation/Rehabilitation Project" shall be one that consists of not more than eight units and has a total residential floor area that does not exceed forty percent more than the existing total residential floor area. This "Disclosure to Buyer" shall run with the land for a period of twenty years and shall be binding on future owners of the Property.

(g) During the above-referenced Sales Period, Owner shall be permitted to proceed with any and all applications, meetings, or actions necessary to obtain ready to issue demolition and building permits, along with condition clearance for a Final Map for the Modified Project as well as submission to the Cultural Heritage Commission and the submission of Modified Project plans into plan check with the Department of Building and Safety. Notwithstanding the foregoing, however, Owner agrees that it may commence application for but will not pull the permits until the Sales Period has ended.

(h) Subject to a new buyer's compliance with the terms of the Disclosure to Buyer set forth above, Owner shall not oppose or challenge, directly or indirectly, a Buyer's Preservation/Rehabilitation Project.



3/3/2020

Petitioner's *ex Parte* application for an OSC re Preliminary Injunction and TRO came on for hearing. Counsel for the parties argued their respective positions.

During the hearing, the parties agreed to resolve their dispute as follows:

Counsel represented that buyers Frank Barbano and Jamie Wolf have agreed to the terms of Respondent's Counter-Offer #1, subject to the following terms:

- \$141,000 earnest money deposit shall be deposited into escrow by noon on March 6, 2020.
- There shall be a 7 day contingency period. If buyers wish to cancel the purchase agreement, they must do so in writing received in escrow and by seller's counsel via email no later than 5 pm on Monday, March 9.
- The parties do not agree to the liquidated damage (paragraph 30(b)), mediation (paragraph 31(a)) and arbitration (paragraphs 31(b) and 31(c)) provisions proposed in the purchase agreement submitted by buyers.
- If the purchase agreement is not cancelled within the 7 day contingency period as provided for above, the \$141,000 earnest money deposit shall be released to, and wired to, seller by 12 noon on Tuesday, March 10,
- Buyers may conduct an on-site inspection of the property once their earnest money deposit has been received in escrow. They shall provide 24 hours notice to seller of their inspection. Buyers agree that they are solely liable for any harm, injury, liability or other damage or loss resulting from their inspection, and will fully indemnify sellers for any such harm, injury, liability or damage or loss.
- Seller may proceed with asbestos removal/remediation at seller's expense during the pendency of escrow.
- Escrow shall close by 5 pm on Monday, March 23.
- Neither party is the prevailing party in this dispute, and both parties bear their own attorney's fees and costs.
- Plaintiffs will dismiss this action with prejudice within 3 court days of the close of escrow.
- Plaintiffs will by 5 pm on Wednesday, March 4, pay to Seller the following:
 - o \$9,450 for carrying costs through March 23, 2020, and
 - o \$2,100 for the costs to secure the property through March 23, 2020.